NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 27, 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 – 64)

3. Discuss, consider and take appropriate action on a line item transfer for the Tobacco Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0340-0340-004415	Tobacco Fund/Veh Deductible	$803.00
FROM	0340-0340-004908	Tobacco Fund/Outreach FlexFund	$1,317.80
TO	0340-0340-001100	Tobacco Fund/FT Salaries	$1,712.67
TO	0340-0340-002010	Tobacco Fund/FICA	$131.02
TO	0340-0340-002020	Tobacco Fund/Retirement	$277.11

4. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004999	NonDept/Misc.	$35,000.00
TO	0100-0409-000777	Transfer To Capital Projects	$35,000.00

5. Discuss, consider, and take appropriate action on a line item transfer for the County Clerk's Records department.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0385-0385-001914	Bilingual Stipend	$420.06
To	0385-0385-002010	FICA	$32.13
To	0385-0385-002020	Retirement	$65.28
From	0385-0385-004500	Maintenance Services	$517.47

6. Discuss, consider and take appropriate action on a line item transfer for the County Clerk.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0403.003010	Computer Equipment	780.00
From	0100.0403.004999	Miscellaneous	50.00
From	0100.0404.004999	Miscellaneous	500.00
To	0100.0403.004621	Copier Rental and Supplies	830.00
To	0100.0404.004621	Copier Rental and Supplies	500.00

7. Discuss, consider and take appropriate action on approving a line item transfer for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003120	Printer Supplies	$1,500.00
To	0100-0440-003005	Office Furniture	$1,500.00

8. Discuss, consider and take appropriate action on a line item transfers for Emergency Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0583-003120		$631.00
To	0100-0583-004543		$631.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100.0570.003311	Uniforms	$3,000.00
To	0100.0570.003100	Office Supplies	$3,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003005	Office Furniture	$5,000.00
To	0100.0570.004231	Travel	$5,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003311	Uniforms	$10,000.00
To	0100.0570.003009	Linens/Toiletries	$10,000.00

12. Discuss, consider, and take appropriate action on a line item transfer for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$50,000.00
To	0882.0882.003524	Sublets	$50,000.00

13. 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	0200-0210-000777	Transfer to Capital Projects	$165,000.00
To	0200-0210-003541	Contract Mowing	$165,000.00

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

15. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 06/22/23 for the Williamson County Tax Assessor/Collector.

16. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2008 Ford F150 x Cab Vin #3716, pursuant to Texas Local Government Code 263.152.

17. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) 2014 Ford F150 Crew Cab Vin #4305 and One (1) 2003 CMP 30 G VIN# 6873-KF, pursuant to Texas Local Government Code 263.152.

18. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) 2010 Black Max Vin #0056, pursuant to Texas Local Government Code 263.152.

19. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2019 Chevy Tahoe Vin #9397, pursuant to Texas Local Government Code 263.152.

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

21. Discuss, consider and take appropriate action on required form for application of Hope Alliance for the 2023 Emergency Solutions Grants (ESG) Program.

22. To discuss, consider and take appropriate action on the renewal of the interlocal cooperation contract between the Tx Dept. of State Health Services in regard to the County Clerk's access to the Texas Electronic Vital Events Registrar for birth certificates throughout the state of Texas.

23. Discuss, consider and take appropriate action on authorizing the extension of contract #4001 Audit and Accounting Services contract, for the pricing, terms and conditions outlined in the original proposal for Fiscal Year 2023 Audit.

24. Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Rancho Del Cielo Municipal Utility District requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

25. Discuss, consider, and take appropriate action on approving the Addendum to the Master Maintenance Agreement (MMA) between Opex Corporation and Williamson County, (previously approved on 3.22.2022 under agenda item #21, Request for Quote #21RFQ61), for the amount of $24,645.00 and authorize the execution of the Addendum.

26. Discuss, consider, and take appropriate action on an application for the Hazard Mitigation Grant Program and to authorize the County Judge to sign standard forms, agreements and all related documents.

27. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for countywide Debris Monitoring Services, under RFP #23RFP87.

28. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for countywide Debris Removal Services, under RFP #23RFP88.

29. Discuss, consider and take appropriate action on a Contract Assignment between Hire Quest LLC as assignor, and Hire Quest, Inc. as assignee, in relation to a Williamson County contract and authorizing the execution of the Consent to Assignment.

30. Discuss, consider, and take appropriate action on approving the Contract and Addendum #2023224 between Williamson County and Tenex Software Solutions, Inc. in the amount of $40,000.00 and exempting Tenex Software Solutions, Inc. from the competitive bidding requirements for said service established by Section 262.024.(a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the Contract and Addendum.

31. Discuss, consider, and take appropriate action on approving the Purchase Contract #2023229 between Alliance Laundry Systems Distribution LLC and Williamson County for two (2) UniMac commercial laundry machines, for the amount of $51,105.60 pursuant to BuyBoard contract #682-22, and authorizing the execution of the Contract.

32. Discuss, consider, and take appropriate action on approving the Services Contract #2023225 between Mercy Veterinary Hospital and Williamson County for the not-to-exceed amount of $25,000.00 and exempting Mercy Veterinary Hospital from the competitive bidding requirements for said service established by Section 262.024.(4) [A personal or professional service] of the Texas Local Government Code Discretionary Exemptions and authorizing the execution of the Contract.

33. Discuss, consider and take appropriate action to accept a donation of a Remote Control Light Kit for the Sheriff's Office SWAT pursuant to Tex. Loc. Gov't Code 81.032.

34. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. Richard's Episcopal Church for off duty contracting of County Sheriff Deputies to be effective June 27, 2023. (Church security at Sunday services-1420 E. Palm Valley Blvd., Round Rock)

35. Discuss, consider, and take appropriate action on approving contract #2023231 between Williamson County and Tyler Technologies for an additional 14 Handheld eCitation - Brazos Rapid Extension Framework iOS licenses for a total of $7,720.00, pursuant to Sourcewell contract #090320-TTI, and authorizing the execution of the contract.

36. Discuss, consider and take appropriate action on approving purchase of one (1) 2023 Sierra 1500 GMC from Gunn Chevrolet for the Williamson County Sheriff's Office, in the amount of $41,893.75, per Bodyboard contract #601-19.

37. Discuss, consider and take appropriate action on authorizing the extension of Agreement #1903-307 for Food Services with Aramark Correctional Services LLC, Amendment #6, Renewal Option #4, for Juvenile Services for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet, with the exception of Consumer Price Index (CPI) price changes for the renewal period of July 1, 2023 – June 30, 2024.

38. Discuss, consider and take appropriate action on authorizing an extension of Contract #22IFB97 Medical Supplies for Williamson County Jail, contract renewal option #1, for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet for the renewal period of July 1, 2023 – June 30, 2024, with Maxari Energy LLC and B&E Medical Supplies and Equipment.

39. Discuss, consider and take appropriate action on a Consent to Contract Assignment between Lavi Industries Inc. as assignor, and Qtrac LLC, as assignee, in relation to a Williamson County contract.

40. Discuss, consider, and take appropriate action on approving the Addendum #2023237 between Williamson County and Microsoft and authorize the execution of the addendum.

41. Discuss, consider, and take appropriate action on approving the Purchase #2023239 for VM Ware licensing upgrade between Williamson County and Presidio Networked Solutions Group, LLC for the amount of $70,712.32, pursuant to DIR TSO-4288 contract, and authorizing the execution of the Purchase.

42. Discuss, consider and take appropriate action on a Supplemental Agreement 3 to Agreement for Design and Engineering Services, dated November 2, 2021, between Johnston, LLC and Williamson County for the Justice Complex Master Plan (4324) in the amount of $45,050.

43. Discuss, consider and take appropriate action on a report from G2 Construction Services, Inc., Change Order No. 1 for the Williamson County Sheriff's Training Center Bullet Trap project (P574) in the amount of $31,762. There will be 23 weeks added toward substantial completion for ATS lead times. Funding Source is P574.

44. Discuss, consider and take appropriate action on a Consent to Contract Assignment between Stanley Convergent Security Solutions, Inc. as assignor, and Securitas Technologies Corporation, as assignee, in relation to a Williamson County contract and authorizing the execution of the Consent to Assignment.

45. Discuss, consider, and take appropriate action on authorizing the Contract for Construction #2023234 between Flooring Solutions, Inc. and Williamson County for the Jester Annex Flooring Replacement in the amount of Seventy-Nine Thousand, Eight Hundred Seventy-One Dollars ($79,871.00) pursuant to Sourcewell Contract # 080819-SII-2 and authorizing execution of the agreement.

46. Discuss, consider, and take appropriate action on authorizing the Contract for Construction #2023235 between G2 Construction Services, Inc. and Williamson County for the Jester Annex Veteran's Services Office Build-out, in the amount of Twenty -Six Thousand Dollars ($26,000.00) pursuant to TIPS Contract #211001 and execution of the construction contract.

47. Discuss, consider, and take appropriate action on authorizing the Contract for Construction #2023236 between Falkenberg Construction Company, Inc. and Williamson County for the Medic 41 Upgrades, in the amount of Forty-Eight Thousand, Nine Hundred Twenty-Two dollars and Eighty-Seven cents ($48,922.87) pursuant to BuyBoard Contract #581-19 and execution of the construction contract.

48. Discuss, consider, and take appropriate action on authorizing Services Contract #2023238 for Asbestos Abatement for the Old DPS Building between Building Abatement Demolition Company, Inc. and Williamson County in the not-to-exceed amount of Fifteen Thousand, Two Hundred Twenty-Eight Dollars and Thirty Cents ($15,228.30) pursuant to TIPS Contract #211001 and execution of the services contract.

49. Discuss, consider, and take appropriate action to ratify the Supplemental Work Authorization No. 1 to Work Authorization No. 1 under the Williamson County Contract between SWCA Incorporated and Williamson County, dated February 25, 2020, for On Call Environmental Services for CR 201. This supplemental is to extend the expiration date to July 31, 2023. Funding source: P499.

50. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between SWCA Incorporated and Williamson County dated February 25, 2020 for On Call Environmental Services for CR 201. This supplemental is to extend the expiration date to December 31, 2024. Funding source: P499.

51. Discuss, consider, and take appropriate action to ratify the Supplemental Work Authorization No. 1 to Work Authorization No. 2 under the Williamson County Contract between SWCA Incorporated and Williamson County, dated February 25, 2020, for On Call Environmental Services for CR 255. This supplemental is to extend the expiration date to July 31, 2023. Funding source: P546.

52. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between SWCA Incorporated and Williamson County dated February 25, 2020 for On Call Environmental Services for CR 255. This supplemental is to extend the expiration date to December 31, 2024. Funding source: P546.

53. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire October 31, 2026 under Williamson County Contract for Engineering Services between Atlas Technical Consultants, LLC and Williamson County dated December 20, 2022 for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

54. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for O'Conner Drive Milling and Overlay for the Road and Bridge Department, under IFB #23IFB90.

55. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for the development of schematics and possible design of Corridor K from I 35 to East Wilco Highway, under RFQ 23RFSQ86. The funding source is FY24 LRTP

56. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Aggregates for Surface Treatments for Road and Bridge, under IFB #23IFB89 .

57. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for CR130 Pavement Rehabilitation for Road and Bridge Department, under IFB #23IFB90 . Funding Source is P626.

58. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Construction of the First Phase of Corridor C/ SH29, under IFB #23IFB67. Funding Source is P459.

59. Discuss, consider and take appropriate action on the Chandler Corridor Segment 1 Consent to Contract Assignment between Williamson County and DEC - Central Texas, LLC, relating to the LTP Corridor Program. Project: P599 Funding Source: LTP Corridor

60. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 5, Section 3A subdivision – Precinct 2.

61. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 5, Section 3B subdivision – Precinct 2.

62. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 5, Section 3C subdivision – Precinct 2.

63. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 5, Section 3D subdivision – Precinct 2.

64. Discuss, consider and take appropriate action on approval of the final plat for the Lariat Sections 3 & 4 subdivision – Precinct 2.

REGULAR AGENDA

65. Discuss, consider, and take appropriate action on a proclamation designating the month of June 2023 and June 27, 2023 as PTSD Awareness Month and Day, respectively, in Williamson County.

66. Discuss, consider and take appropriate action regarding appointing Jonathan Williams as Assistant County Veteran Service Officer.

67. Discuss, consider and take appropriate action on the selection of a salary grievance committee, including alternates.

68. Discuss, consider and take appropriate action regarding the receipt of the 2023 Citizens Bond Committee Report.

69. Discuss, consider and take appropriate action on establishing the County Holiday Schedule for FY 2023/2024.

70. Discuss, consider and take appropriate action on an Amendment to Letter of Agreement between Williamson County and TexHealth Central Texas, Inc. (TexHealth) approving continuation of participation in the small employer premium support program and designating TexHealth as the entity to operate the program in order to provide basic health plans at an affordable price for small Williamson County employers and their employees in order to improve access to healthcare on a regional basis [Texas Health & Safety Code Section 75.052(a)(2) & (b)]. The original agreement was approved on October 24, 2017, and an amendment is required to extend the program until October 24, 2027.

71. Discuss, consider and take appropriate action on an American Rescue Plan Act (ARPA) subrecipient agreement with Bluebonnet Trails Community Services for private psychiatric bed expansion.

72. Discuss, consider and take appropriate action on an American Rescue Plan Act (ARPA) subrecipient agreement with Bluebonnet Trails Community Services for withdrawal management (Detox) services.

73. Discuss, consider and take appropriate action on converting Williamson County Veterans Treatment Court and DWI/Drug Court positions to general fund when grant funding sources are no longer available.

74. Discuss, consider and take appropriate action on a job description and line item transfer within the Commissioners Court budget for a Project Manager 2 position approved during the budget process.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0401.004998	Contingencies	$95,751.45
To	0100.0401.001100	Full time Salaries	$69,505.19
To	0100.0401.002010	FICA	$5,317.15
To	0100.0401.002020	Retirement	$10,801.11
To	0100.0401.002030	Insurance	$10,128.00

75. Discuss, consider and take appropriate action on an exception to policy for a position conversion request for the Road and Bridge Department.

76. Discuss and take appropriate action on the Community Development Block Grant 2023 proposed projects to be included in the Annual Action Plan.

77. Discuss, consider and take appropriate action on a recommendation from the Branding Committee regarding adoption of a new county brand for use by county departments and offices.

78. Discuss, consider and take appropriate action on approving funding to supplement the JP3 Truancy Fund Case Manager position for FY24.

79. Discuss, consider, and take action regarding FY2024 funding for PCN2003.001100 to meet the requirements the Office of the Governor - Victim's Against Women Justice and Training Program Grant in accordance with the Commissioner Court Resolution approved on February 14, 2023.

80. Discuss, consider, and take appropriate action on closing P474 (Expo Horse Stall Barn) and move the remaining funds of $2,195.50 to P562 (Expo Center Support Amenities). Also, to close P475 (Expo Concession & Restrooms) and move the remaining funds of 147.74 to P562 (Expo Center Support Amenities).

81. Discuss, consider, and take appropriate action to close P616 (JJC Shower Renovation) and move the remaining funds of $180,000 to P578 (JJC Additional Detention).

82. Discuss, consider, and take appropriate action on approving a 2015 CO bond transfer to move $1,683 from P356 (2015 CO Unallocated) to P543 (JJC - Records Room Remodel).

83. Discuss, consider, and take appropriate action on approving a 2015 CO Bond Transfer to move 45,000 from P356 (2015 CO Unallocated) to P432 (Jail Master Plan).

84. Discuss, consider and take appropriate action on approving Agreement #2023227 between Williamson County and The Healthy Dispatcher, LLC. to provide training classes for Williamson County 911 Communications department in the not-to-exceed amount of $15,000.00, exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(4) [a personal service] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.

85. Discuss, consider, and take appropriate action on approving the purchase of a Kubota SVL75-3HWC Track Loader for the Parks Department from Ewald Kubota, Inc., in the amount of $63,441.94 pursuant to Sourcewell Co-op Contract #031121-KBA.

86. Discuss, consider and take appropriate action on approving Quotation #2023233 for the purchase of Express Votes maintenance and license fees from Election Systems and Software, LLC for the Williamson County Elections Department, in the amount of $258,158.25, and exempting Election Systems and Software, LLC from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) [discretionary exemption for captive replacement parts or components for equipment].

87. Discuss, consider and take appropriate action to create a dedicated, partially grant-funded detective position, allowing the Williamson County Sheriff's Office to participate in the Heart of Texas Auto Theft Task Force (HOTATTF), subject to receipt of the grant funding and approval of the HOTATTF Interlocal Agreement by the Commissioners Court at a later date.

88. Discuss, consider and take appropriate action on approving purchase of eight (8) 2023 Dodge Chargers from Donalson CDJR for the Williamson County Sheriff's Office, in the amount of $316,235.28, per TIPS contract #210907.

89. Discuss, Consider, and take appropriate action on approving purchase contract #2023230 for construction repairs to the Williamson County Sheriff's Administration Office Facade and Jail building masonry/concrete with Falkenberg Construction Co., Inc. in the amount of $233,558.73 pursuant to Buyboard Contract #581-19 and authorizing the execution of the contract.

90. Discuss, consider, and take appropriate action on authorizing Contract for Construction #2023240 between Excell Environmental, Inc., dba Excell Fueling Systems and Williamson County for the Central Maintenance Facility Fleet Fuel Containment Wall, in the amount of $7,212.00 pursuant to Buyboard Contract #673-22 and execution of the construction contract.

91. Receive the June 2023 Construction Summary Report and PowerPoint Presentation.

92. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the CR 258 Extension contract between Williamson County and American Structurepoint, Inc. relating to the 2013 Road Bond Program.
Project: P277 Fund Source: Road Bonds

93. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of ($2,394,078.12) for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

94. Discuss and take appropriate action on a real estate contract with Randall O'Neill and Melanie Townsend O'Neill for 0.156 acres of ROW needed on CR 255. (Parcel 38) Funding Source: TANS P588.

95. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with 3349 Business Holdings, LLC for 60.628 acres needed as right of way; 6.386 acres needed as a drainage easement, and 0.466 acres needed for a temporary construction easement on the East Wilco Highway/Southeast Loop (Seg. 2) project (Parcel 46). Funding Source: TANS P588

96. Discuss, consider and take appropriate action on an economic development refunding agreement with The City of Hutto Economic Development Corporation Type B for the construction of Spine Road in connection with the Right Turn Lane for East Wilco Highway (FM 3349/Southeast Loop Segment 3). Funding Source: Road Bonds, P332.

97. Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Special Utility District regarding the relocation of water system improvements related to the East Wilco Highway (Fm 3349/Southeast Loop Segment 3). Funding Source: Road Bond, P332.

98. Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Special Utility District regarding relocation of water system improvements related to Corridor C. Funding Source: Road Bond, P459.

99. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.313 acres) for Right of Way required for the construction of Hero Way. (J&M, LLC/ Parcel 207) Funding Source: Road Bonds P326

100. 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)."

101. 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: CR 332
b) Discuss the acquisition of real property for County Facilities.
c) Discuss the acquisition of real property for CR 255.
d) Discuss the acquisition of real property for CR 111.
e) Discuss the acquisition of real property for Corridor H
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for Corridor C.
i) Discuss the acquisition of right-of-way for Corridor F.
j) Discuss the acquisition of right-of-way for Corridor D.
k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
l) Discuss the acquisition of right-of-way for Reagan extension.
m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
n) Discuss acquisition of right of way for Corridor E.
o) Discuss acquisition of right of way for Liberty Hill Bypass.
p) 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) Sale of property located 747 County Rd. 138 Hutto, 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

102. 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

103. 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
21. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

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

d. Claims:

1. Employment Claims of Jenifer Favreau

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

104. 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).

105. 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).

106. 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)

107. Discuss and take appropriate action concerning economic development.

108. Discuss and take appropriate action concerning real estate.

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

a. General:

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

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
2. Civil Action No. 1:21-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

21. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

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

d. Claims:

1. Employment Claims of Jenifer Favreau

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

110. 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.

111. Comments from Commissioners.

112. 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 22nd day of June 2023 at 6:00 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: 06/27/2023

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 the Tobacco Fund.

Background

During the FY23 budget process, one employee was budgeted for one month of salary from the Tobacco Fund. What was not accounted for was the vacation payout. This line item transfer will cover the deficit.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0340-0340-004415	Tobacco Fund/Veh Deductible	$803.00
FROM	0340-0340-004908	Tobacco Fund/Outreach FlexFund	$1,317.80
TO	0340-0340-001100	Tobacco Fund/FT Salaries	$1,712.67
TO	0340-0340-002010	Tobacco Fund/FICA	$131.02
TO	0340-0340-002020	Tobacco Fund/Retirement	$277.11

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/12/2023 12:00 PM
Budget Office (Originator)	Ashlie Holladay	06/13/2023 02:02 PM
Form Started By: Ashlie Holladay		Started On: 06/09/2023 03:08 PM
Final Approval Date: 06/13/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 06/27/2023

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 Non-Departmental.

Background

In P587-Historic Courthouse Repairs is the funding received from HBO for Filming. These funds are being used to make various repairs to the Historic Courthouse. A portion of these funds will instead be used to pay for replacement items related to the Lighting of the Courthouse during the holiday season to include lights and decor. In order to replace funds needed/budgeted for initial courthouse maintenance, we are transferring monies from Non-Departmental into this project.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004999	NonDept/Misc.	$35,000.00
TO	0100-0409-000777	Transfer To Capital Projects	$35,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/16/2023 01:47 PM
Budget Office (Originator)	Ashlie Holladay	06/16/2023 01:49 PM
County Judge Exec Asst.	Becky Pruitt	06/16/2023 02:29 PM

Form Started By: Ashlie Holladay Started On: 06/16/2023 01:25 PM

Final Approval Date: 06/16/2023

Commissioners Court - Regular Session **5.**

Meeting Date: 06/27/2023

Line Item Transfer

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the County Clerk's Records department.

Background

Moving funds to cover the bilingual stipends for PCN 0686 and 2073.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0385-0385-001914	Bilingual Stipend	$420.06
To	0385-0385-002010	FICA	$32.13
To	0385-0385-002020	Retirement	$65.28
From	0385-0385-004500	Maintenance Services	$517.47

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/16/2023 02:15 PM
Form Started By: Sarah Crain		Started On: 06/16/2023 11:29 AM
Final Approval Date: 06/16/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 06/27/2023

Line Item Transfer for payment of shipping charges of Kyocera copiers

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Clerk.

Background

After our budgets were turned in, we were told that we would be required to return our cheaper rentals for new copiers that will cost us more each month and now we have to move money because we have to pay for the shipping of our cheaper copiers back to Kyocera whose contract expired. Was not allowed to be exempted from this new policy change.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0403.003010	Computer Equipment	780.00
From	0100.0403.004999	Miscellaneous	50.00
From	0100.0404.004999	Miscellaneous	500.00
To	0100.0403.004621	Copier Rental and Supplies	830.00
To	0100.0404.004621	Copier Rental and Supplies	500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/12/2023 12:00 PM
Budget Office	Saira Hernandez	06/12/2023 12:07 PM
Form Started By: Nancy Rister		Started On: 06/09/2023 05:05 PM
Final Approval Date: 06/12/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 06/27/2023

Line Item Transfer

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

We are requesting a transfer of $1500.00 into line item 003005 for the purpose of ordering office visitor chairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003120	Printer Supplies	$1,500.00
To	0100-0440-003005	Office Furniture	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/15/2023 10:28 AM
Budget Office	Saira Hernandez	06/15/2023 10:46 AM
Form Started By: Grace Frias		Started On: 06/15/2023 10:14 AM
Final Approval Date: 06/15/2023		

Commissioners Court - Regular Session **8.**

Meeting Date: 06/27/2023

Line Item Transfer for Emergency Services

Submitted For: Chris Connealy **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfers for Emergency Services.

Background

Discuss, consider and take appropriate action on a line item transfers for Emergency Services, to cover the cost for annual gym maintenance and possible repairs at ESOC. We budget annually for this annual maintenance and possible repairs; however, we had repairs arise earlier in the fiscal year. This line item transfer in the amount of $631.00 from 0100-0583-003120 (Printer supplies) to 0100-0583-004543 (Repairs to equipment) will allow us to complete the annual maintenance and additional repairs that may arise from the maintenance. Estimate is included.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0583-003120		$631.00
To	0100-0583-004543		$631.00

Attachments

Gym Maintenance Estimate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/14/2023 08:47 AM
Budget Office	Saira Hernandez	06/15/2023 10:46 AM
Form Started By: Damaris Morales		Started On: 06/14/2023 08:27 AM
Final Approval Date: 06/15/2023		



Benjamin Benavides BB Fitness Repair sent you an estimate

Please let me know if you approve or have any questions. If Approved a payment of 50% down will need to be paid for parts orders.

Customer

Williamson County Emergency Services Damaris M.

damaris.morales@wilco.org

+1 (512) 422-4363

911 Tracy Chambers Ln

Georgetown , Texas 78626

Estimate #000695

June 14, 2023

Hide full details

BB Fitness Repair repair bid

Annual Fitness Center Maintenance $360.00

Test operation of equipment, inspect wear items, lubricate and tension walking surfaces of treadmills, tighten loose hardware, lubricate guide rods on weight machine, tighten pedals and cranks for ellipticals and bikes. Provide customer with status of equipment after the visit.

Anticipated Additional Repairs $440.00

Up to a $440 credit toward any parts or additional service needed for repairs in the fitness center.

Subtotal $800.00

Total	**$800.00**

Benjamin Benavides BB Fitness Repair
fitnesssvc@austin.rr.com
+1 (512) 759-1118

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Commissioners Court - Regular Session **9.**

Meeting Date: 06/27/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, 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 Office Supplies towards the cost of Misc. Office Supplies used in the Williamson County Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003311	Uniforms	$3,000.00
To	0100.0570.003100	Office Supplies	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/16/2023 02:27 PM
Budget Office	Saira Hernandez	06/20/2023 12:14 PM

Form Started By: ABIGAIL TAYLOR Started On: 06/15/2023 02:22 PM

Final Approval Date: 06/20/2023

Commissioners Court - Regular Session **10.**

Meeting Date: 06/27/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, 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 Travel towards expenses for overnight and day trip warrant pick-ups and drop off of Inmates performed by our Transportation Department as well as expense reimbursements per trip.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003005	Office Furniture	$5,000.00
To	0100.0570.004231	Travel	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/16/2023 02:28 PM
Budget Office	Saira Hernandez	06/20/2023 12:14 PM
Form Started By: ABIGAIL TAYLOR		Started On: 06/15/2023 02:50 PM
Final Approval Date: 06/20/2023		

Commissioners Court - Regular Session **11.**

Meeting Date: 06/27/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, 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 high usage and cost of toilet tissue paper and hygiene products.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003311	Uniforms	$10,000.00
To	0100.0570.003009	Linens/Toiletries	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/16/2023 02:28 PM
Budget Office	Saira Hernandez	06/20/2023 12:14 PM

Form Started By: ABIGAIL TAYLOR Started On: 06/15/2023 03:15 PM

Final Approval Date: 06/20/2023

Commissioners Court - Regular Session **12.**

Meeting Date: 06/27/2023

06-27-2023 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Unforeseen major repairs have depleted our sublet funds earlier than anticipated for current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$50,000.00
To	0882.0882.003524	Sublets	$50,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/21/2023 08:43 AM
Budget Office	Saira Hernandez	06/21/2023 08:51 AM
Form Started By: Edward Pospisil		Started On: 06/21/2023 08:05 AM
Final Approval Date: 06/21/2023		

Commissioners Court - Regular Session **13.**

Meeting Date: 06/27/2023

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 in order to effectively continue right-of-way vegetation control.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$165,000.00
To	0200-0210-003541	Contract Mowing	$165,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/20/2023 11:48 AM
Budget Office	Saira Hernandez	06/20/2023 12:14 PM
Form Started By: Kelly Murphy		Started On: 06/20/2023 08:15 AM
Final Approval Date: 06/20/2023		

Commissioners Court - Regular Session **14.**

Meeting Date: 06/27/2023

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, 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 Cervantes	06/21/2023 08:19 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:57 AM
Form Started By: Kayla Marek		Started On: 06/21/2023 04:51 PM
Final Approval Date: 06/22/2023		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
District Clerk	Deputy District Clerk.0746.001100.	14493	$42,003.25	$1,050.09	2.50	$43,053.34	-	MERIT	7-Jul-23
District Clerk	Deputy District Clerk.0739.001100.	15642	$42,003.25	$840.07	2.00	$42,843.32	-	MERIT	7-Jul-23
District Clerk	Deputy District Clerk.0756.001100.	15663	$42,005.16	$1,470.19	3.50	$43,475.35	-	MERIT	7-Jul-23
District Clerk	Deputy District Clerk.0754.001100.	16250	$42,003.25	$1,260.11	3.00	$43,263.36	-	MERIT	7-Jul-23
District Clerk	Deputy District Clerk.0747.001100.	14560	$42,804.78	$1,070.12	2.50	$43,874.90	-	MERIT	7-Jul-23
District Clerk	Court Specialist.1799.001100.	14723	$44,653.67	$1,339.60	3.00	$45,993.27	-	MERIT	7-Jul-23
Emergency Medical Services	EMS Paramedic.0823.001100.	16135	$44,488.08	$1,334.65	3.00	$45,822.73	-	MERIT	7-Jul-23
Emergency Medical Services	EMS Paramedic.0822.001100.	16134	$44,488.08	$1,334.65	3.00	$45,822.73	-	MERIT	7-Jul-23
Emergency Medical Services	EMS Paramedic.0882.001100.	16137	$44,488.08	$1,334.65	3.00	$45,822.73	-	MERIT	7-Jul-23
Justice of the Peace 1	Court Administrator I.0971.001100.	12680	$47,330.66	$2,366.52	5.00	$49,697.18	-	MERIT	7-Jul-23
Justice of the Peace 1	Court Clerk I.0975.001100.	16393	$36,608.00	$1,830.40	5.00	$38,438.40	-	MERIT	7-Jul-23
Justice of the Peace 1	Court Clerk II.0978.001100.	11447	$44,476.08	$2,223.81	5.00	$46,699.89	-	MERIT	7-Jul-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0450	001100	7,030.18	
01	0100	0450	001130		7,030.18
01	0100	0451	001100	6,420.73	
01	0100	0451	001130		6,420.73
01	0100	0540	001100	4,003.95	
01	0100	0540	002010	306.30	
01	0100	0540	002020	622.21	
01	0100	8004	001130		4,003.95
01	0100	8004	002010		306.30
01	0100	8004	002020		622.21

Commissioners Court - Regular Session **15.**

Meeting Date: 06/27/2023

Property Tax Refunds - Over 2500 - Thru 06/22/23

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, 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 06/22/23 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

042023-062223 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 10:15 AM
Form Started By: Cathy Atkinson		Started On: 06/22/2023 09:30 AM
Final Approval Date: 06/22/2023		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: June 22, 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 June 20, 2023

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	06/20/2023	96640	ENTERPRISE MANAGEMENT	Multiple Accounts - Overpayments	-9,969.03
Total Refunds Payable - Taxpayers					-9,969.03
TOTAL					**-9,969.03**

Commissioners Court - Regular Session **16.**

Meeting Date: 06/27/2023

VSC Assets for Auction

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2008 Ford F150 x Cab Vin #3716, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC 2008 Ford F150xcab URS

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 11:46 AM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 11:56 AM
Form Started By: mary.watson		Started On: 06/16/2023 09:10 AM
Final Approval Date: 06/21/2023		

County VIN/Serial Number	1FTRX12WX8KC73716
Make	Ford
License Plate	1195763
Year	2008
Model	F150 X Cab
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Shea Webb
Equipment/Door Number	UB0829
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Mileage 136849
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	6/27/2023
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	3716
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Shea Webb 6/15/2023 2:16 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/15/2023 2:21 PM
Authorizing Risk Employee Signature	✔ Malea Schmitt 6/15/2023 4:30 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 6/16/2023 7:25 AM
Purchasing Department Signature	✔ Mary Watson 6/16/2023 9:06 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
ID	26
Version	7.0
Attachments	False
Created	6/15/2023 1:40 PM
Created By	Gary Thoene
Modified	6/16/2023 9:06 AM
Modified By	Mary Watson

Commissioners Court - Regular Session **17.**

Meeting Date: 06/27/2023

VSC Assets for Transfer

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) 2014 Ford F150 Crew Cab Vin #4305 and One (1) 2003 CMP 30 G VIN# 6873-KF, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer from URS to Fleet

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 11:47 AM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 11:58 AM
Form Started By: mary.watson		Started On: 06/16/2023 01:29 PM
Final Approval Date: 06/21/2023		

County VIN/Serial Number	1FTFW1CF2EKD94305
Make	Ford
License Plate	1183365
Year	2014
Model	F150 Crew Cab
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	Kevin Teller
Receiving Department Contact Phone Number	512-943-3368
Department Authorized Signer	Shea Webb
Equipment/Door Number	UB1483
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	
Comments (mileage, mechanical issues, other info)	138662
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	6/27/2023
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	882 - Fleet Services
Short VIN	4305
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	Yes
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Shea Webb 6/15/2023 2:34 PM
Receiving Department Signature	✔ Kevin Teller 6/16/2023 11:13 AM
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 6/16/2023 11:17 AM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/16/2023 11:35 AM
Authorizing Risk Employee Signature	✔ Malea Schmitt 6/16/2023 11:42 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 6/16/2023 11:51 AM
Purchasing Department Signature	✔ Mary Watson 6/16/2023 12:06 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
ID	27
Version	9.0
Attachments	False
Created	6/15/2023 2:16 PM
Created By	Gary Thoene
Modified	6/16/2023 12:06 PM
Modified By	Mary Watson

County VIN/Serial Number	CMP230G-0686-6873 KF
Make	Clark
License Plate	N/A
Year	2003
Model	CMP 30 G
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	Kevin Teller
Receiving Department Contact Phone Number	512-943-3368
Department Authorized Signer	Shea Webb
Equipment/Door Number	UFT0303
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	
Comments (mileage, mechanical issues, other info)	1956 Hrs.
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	6/27/2023
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	882 - Fleet Services
Short VIN	N/A
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	N/A
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	Yes
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Shea Webb 6/15/2023 2:36 PM
Receiving Department Signature	✔ Kevin Teller 6/16/2023 11:14 AM
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 6/16/2023 11:16 AM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/16/2023 11:38 AM
Authorizing Risk Employee Signature	✔ Malea Schmitt 6/16/2023 11:41 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 6/16/2023 11:50 AM
Purchasing Department Signature	✔ Mary Watson 6/16/2023 12:01 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
ID	28
Version	9.0
Attachments	False
Created	6/15/2023 2:22 PM
Created By	Gary Thoene
Modified	6/16/2023 12:01 PM
Modified By	Mary Watson

Commissioners Court - Regular Session **18.**

Meeting Date: 06/27/2023

VSC Assets for Transfer

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) 2010 Black Max Vin #0056, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer from 911 Communications to Emergency Management

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 11:47 AM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 11:59 AM
Form Started By: mary.watson		Started On: 06/16/2023 01:44 PM
Final Approval Date: 06/21/2023		

County VIN/Serial Number	CRM2050056
Make	BLACK MAX
License Plate	
Year	2010
Model	BM10700DR
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	Shantelle Brannon
Receiving Department Contact Phone Number	512-864-8205
Department Authorized Signer	Kate Wolf
Equipment/Door Number	9R1001
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Transferred with 9F0032, Wells Cargo trailer to OEM 2/23/2023
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	6/27/2023
VSC Review	
Department	581 - 911 Communications
Receiving Department	541 - Emergency Management
Short VIN	0056
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	Yes
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kate Wolf 4/24/2023 9:34 AM
Receiving Department Signature	✔ Shantelle Brannon 4/24/2023 3:51 PM
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 4/27/2023 11:47 AM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/27/2023 11:43 AM
Authorizing Risk Employee Signature	✔ Malea Schmitt 6/16/2023 11:59 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 6/16/2023 12:02 PM
Purchasing Department Signature	✔ Mary Watson 6/16/2023 12:10 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
ID	19
Version	19.0
Attachments	False
Created	4/24/2023 9:30 AM
Created By	Jeff Spencer
Modified	6/16/2023 12:10 PM
Modified By	Mary Watson

Commissioners Court - Regular Session **19.**

Meeting Date: 06/27/2023

VSC Assets for Auction

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2019 Chevy Tahoe Vin #9397, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC 2019 Chevy Tahoe 9387

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 05:13 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:32 AM
Form Started By: mary.watson		Started On: 06/20/2023 12:18 PM
Final Approval Date: 06/22/2023		

County VIN/Serial Number	1GNLCDEC6KR289387
Make	CHEVROLET
License Plate	1467963
Year	2019
Model	TAHOE
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment/Door Number	SB1984
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Accident, deemed a total loss
Comments (mileage, mechanical issues, other info)	67K MILES. SINGLE VEHICLE ACCIDENT TOTAL LOSS
Title Approved for (Audit)	Salvage Title
Enter Agenda Date:	6/27/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	9387
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes

Workflow Process Notes	
2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 6/7/2023 3:17 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/7/2023 6:54 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 6/16/2023 11:44 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 6/16/2023 2:55 PM
Purchasing Department Signature	✓ Mary Watson 6/16/2023 3:08 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
ID	23
Version	9.0
Attachments	False
Created	6/5/2023 8:14 AM
Created By	Mark Stevens
Modified	6/16/2023 3:08 PM
Modified By	Mary Watson

Commissioners Court - Regular Session **20.**

Meeting Date: 06/27/2023

Justice of the Peace 3 MAY 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, May 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

May 2023 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/16/2023 02:26 PM
Form Started By: Mary Alcala		Started On: 06/15/2023 11:17 AM
Final Approval Date: 06/16/2023		

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 May 2023.

JUSTICE COURT PRECINCT 3 TEXAS WILLIAMSON COUNTY

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 15th **day of** June **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: **05/01/2023 - 05/31/2023** 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	513.50
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	10,640.00
01-0100-0000-361200 - INTEREST, BANK DEPOSITS	L-004-3-01-0100-0000-361200: 01-0100-0000-361200 - Interest, Bank Deposit	0.38
	0100 - General Fund Total:	**11,153.88**
	Fee Totals for All Funds:	**11,153.88**

Payment Report - Fee Code Summary

Transaction Date: **05/01/2023 - 05/31/2023** 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**
CCOP	Civil Copies	13.00	11	0.00	0	0.00	0	13.00	11
CERT	Certified Copy	55.50	13	0.00	0	0.00	0	55.50	13
CONT3	Constable Service Fee Pct #3	7,440.00	71	0.00	0	0.00	0	7,440.00	71
IN	Interest	0.38	30	0.00	0	0.00	0	0.38	30
TRANS	Transcript	360.00	36	0.00	0	0.00	0	360.00	36
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	80.00	16	0.00	0	0.00	0	80.00	16
WSF3	Constable #3 - Writ Service Fee	3,200.00	16	0.00	0	0.00	0	3,200.00	16
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		11,153.88	194	0.00	0	0.00	0	11,153.88	194

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2023 - 05/31/2023** 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		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	5.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	5,558.14
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	412.25
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	156.39
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-3-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	2.28
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	10,837.84
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	2.28
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	2.28
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	1,204.60
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	7.28
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	90,372.17
	0100 - General Fund Total:	**108,560.51**
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	235.04
	0361 - JP Security Fund Total:	**235.04**
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	293.77
	0367 - JP-3 Truancy Program Fund Total:	**293.77**
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	235.01
	0372 - Justice Court Technology Fund Total:	**235.01**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2023 - 05/31/2023** 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	109.30
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,270.02
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	227.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	340.55
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	430.45
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	3.85
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	676.24
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	113.49
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	510.14
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	728.91
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	4,586.87
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	38.34
	0399 - State Agency Fund Total:	**10,035.16**
	Fee Totals for All Funds:	**119,384.49**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2023 - 05/31/2023** 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
AFAPD	Arrest Fee - Austin PD (CCP 102.011)	2.28	1	0.00	0	0.00	0	2.28	1
AFCA1	Arrest/Service Fee - Const. Pct. 1	2.28	1	0.00	0	0.00	0	2.28	1
AFCA2	Arrest/Service Fee - Const. Pct. 2	2.28	1	0.00	0	0.00	0	2.28	1
AFCA3	Arrest/Service Fee - Const. Pct. 3	2.48	2	0.00	0	0.00	0	2.48	2
AFCA4	Arrest/Service Fee - Const. Pct. 4	2.28	1	0.00	0	0.00	0	2.28	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	180.45	49	0.00	0	0.00	0	180.45	49
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFLHISDP	Arrest Fee - Liberty Hill ISD Police	2.28	1	0.00	0	0.00	0	2.28	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	106.00	27	0.00	0	0.00	0	106.00	27
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,270.02	76	0.00	0	0.00	0	2,270.02	76
CFINE	County Fine	90,372.17	795	0.00	0	0.00	0	90,372.17	795
CHS	Courthouse Security Fee (CCP 102.017)	176.27	78	0.00	0	0.00	0	176.27	78
CHSJC	JP Security Fee (CCP 102.017)	58.77	78	0.00	0	0.00	0	58.77	78
COLLFEE	Collection Agency Fee	5,558.14	87	0.00	0	0.00	0	5,558.14	87
COPIES	Certified Copies	2.25	1	0.00	0	0.00	0	2.25	1
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	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	10,745.00	96	0.00	0	0.00	0	10,745.00	96
FNTC1	Child Safety Seat Fine Trauma Center	510.14	10	0.00	0	0.00	0	510.14	10
IDF	Indigent Defense Fee (LGC 133.107)	113.49	76	0.00	0	0.00	0	113.49	76
JCTF	Justice Court Technology Fee (CCP 102.0173)	235.01	78	0.00	0	0.00	0	235.01	78
JFR	Jury Reimbursement Fee (CCP 102.0045)	227.00	76	0.00	0	0.00	0	227.00	76
JTP	Juvenile Truancy Program (CCP 102.0174)	293.77	78	0.00	0	0.00	0	293.77	78
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	54.65	73	0.00	0	0.00	0	54.65	73
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	54.65	73	0.00	0	0.00	0	54.65	73
JUSFC	Judicial Support Fund - County (LGC 133.105)	34.06	76	0.00	0	0.00	0	34.06	76
JUSFS	Judicial Support Fund - State (LGC 133.105)	306.49	76	0.00	0	0.00	0	306.49	76
MVF	Moving Violation Fee (CCP 102.022)	3.85	52	0.00	0	0.00	0	3.85	52
OMNI	OMNI Fee	145.78	32	0.00	0	0.00	0	145.78	32

Payment Report - Fee Code Summary

Transaction Date: **05/01/2023 - 05/31/2023** 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
OMNIC	OMNI Fee - County	97.17	32	0.00	0	0.00	0	97.17	32
OMNIS	OMNI Fee - State	485.96	32	0.00	0	0.00	0	485.96	32
SFC3	Service/Arrest Fee - Const. 3	56.32	11	0.00	0	0.00	0	56.32	11
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	4,586.87	11	0.00	0	0.00	0	4,586.87	11
SFOC	Service Fee - Out of County	15.00	2	0.00	0	0.00	0	15.00	2
STF	State Traffic Fee (TC 542.4031)	676.24	29	0.00	0	0.00	0	676.24	29
TPC	Time Payment Fee - County	11.90	4	0.00	0	0.00	0	11.90	4
TPS	Time Payment Fee - State	26.44	6	0.00	0	0.00	0	26.44	6
TPWF	Texas P&W Fine	412.25	6	0.00	0	0.00	0	412.25	6
UFA	Uniform Traffic Act (TC 542.403)	73.31	32	0.00	0	0.00	0	73.31	32
WARC3	Warrant Fee - Constable Pct. 3	1,145.80	32	0.00	0	0.00	0	1,145.80	32
WCSO	Williamson County Sheriff	50.39	2	0.00	0	0.00	0	50.39	2
WFDPS	Warrant Fee - DPS	250.00	5	0.00	0	0.00	0	250.00	5

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	119,384.49	2,202	0.00	0	0.00	0	119,384.49	2,202

Commissioners Court - Regular Session **21.**

Meeting Date: 06/27/2023

HOPE Alliance Grant Application

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on required form for application of Hope Alliance for the 2023 Emergency Solutions Grants (ESG) Program.

Background

Hope Alliance is applying for a new grant through the Texas Department of Housing and Community Affairs. The $86,000 grant application will help cover food, clothing, child care and any other needs of those receiving emergency shelter. The attached form is required to be signed by the local government authorized official.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Application Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 10:15 AM
Form Started By: Kathy Pierce		Started On: 06/22/2023 09:32 AM
Final Approval Date: 06/22/2023		

2023 Emergency Solutions Grants (ESG) Program Annual Application

Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities

Name of ESG annual allocation Applicant: Williamson County Crisis Center d/b/a Hope Alliance

Brief description of proposed shelter activities: Emergency shelter for victims of Domestic & Sexual Violence and their children

Location of shelter activities: Round Rock & Hutto Texas

To be completed by the city or county:

I, name, title, duly authorized to act on behalf of the name of jurisdiction, hereby approve the following emergency shelter activities proposed by the ESG Applicant listed on this form, which are to be located in this jurisdiction.

_____

Name of Local Official Lead Agency Staff (*please print or type*)

_____ _____

Signature of Local Official* Date

_____

Phone of Local Official

_____

Email of Local Official

*County judge or mayor, or their official designee (such as city manager, assistant city manager, community development director or human services director). Each local government determines who has the authority to sign this document.

Commissioners Court - Regular Session **22.**

Meeting Date: 06/27/2023

Renewal contract for DSHS Remote Access

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To discuss, consider and take appropriate action on the renewal of the interlocal cooperation contract between the Tx Dept. of State Health Services in regard to the County Clerk's access to the Texas Electronic Vital Events Registrar for birth certificates throughout the state of Texas.

Background

Jacqueline Lentz has reviewed the contract and additions. She has had conversations with Gretchen Wells at DSHS. She suggested we move forward and place the interlocal contract on the agenda for review and signatures.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DSHS Interlocal Cooperation Contract

HHS Data Use Agreement

3_Att_B_Contract Affirmations

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/16/2023 02:25 PM
Form Started By: Nancy Rister		Started On: 06/14/2023 02:58 PM
Final Approval Date: 06/16/2023		

INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. TBD

The **DEPARTMENT OF STATE HEALTH SERVICES** ("**DSHS**" or "**SYSTEM AGENCY**") and Williamson County ("**LOCAL GOVERNMENT**"), each a "Party" and collectively the "Parties," enter into the following contract for Local Government access to the Texas Electronic Vital Events Registrar ("Tx EVER") (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," *Tex. Gov't Code* Chapter 791.

I. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under the Contract on behalf of its respective Party.

DSHS	**Local Government**
Name: Department of State Health Services	Name: Williamson County
Attn: Contract Management Section	Attn: County Clerk
Address: 1100 W 49th Street, MC-1990	Address: P.O. Box 647
City, State, and Zip: Austin, TX 78776-2679756	City, State, and Zip: Jarrell, TX 76537
Contact Person: Gretchen Wells	Contact Person: Nancy Rister
Telephone: (512) 776-2679	Telephone: 512-943-1515
E-Mail: Gretchen.wells@dshs.texas.gov	E-Mail: nrister@wilco.org
Agency Number: 537	

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of the Contract. Specific services provided are described in **ATTACHMENT A, STATEMENT OF WORK**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and expires **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of 5 years. Notwithstanding the limitation in the preceding sentence, and with at least 30 calendar days' advance written notice to Local Government, at the end of the initial term or any renewal period, DSHS, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to serve the best interest of the state of Texas for up to 12 months, in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the term of the Contract.

IV. AMENDMENT

The Parties to the Contract may modify the Contract only through the execution of a written amendment signed by both Parties.

V. FEES AND PAYMENT FOR SERVICES

All payments made by Local Government to DSHS in connection with the Contract, including the manner in which payments to DSHS by Local Government will be rendered, are stated in **ATTACHMENT C, STATEMENT OF WORK**.

VI. NOTICE REQUIREMENTS

A. All notices given by Local Government shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to DSHS's Contract Representative identified above.

B. Local Government shall send legal notices to DSHS at the address below and provide a copy to DSHS's Contract Representative:

Health and Human Services Commission
Attn: Office of the Chief Counsel
4601 W Guadalupe St. MC-1100
Austin, Texas 78751

with copy to

Department of State Health Services
Attn: Office of General Counsel
1100 W. 49th Street, MC-1919
Austin, TX 78756

C. DSHS shall send legal notices to Local Government at the address below:

Williamson County
Attn: County Judge
710 S. Main Street, Ste. 101
Georgetown, TX 78626

With curtesy copy to:

Williamson County
Attn: County Clerk
P.O. Box 647
Jarrell, TX 76537

D. Notices given by DSHS to Local Government may be emailed, mailed, or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the er States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.

E. Notices given by Local Government to DSHS shall be deemed delivered when received by DSHS.

F. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

ATTACHMENT A: HHS DATA USE AGREEMENT - GOVERNMENTAL ENTITY (VERSION 8.5).
ATTACHMENT B: HHS CONTRACT AFFIRMATIONS (VERSION 2.2); and
ATTACHMENT C: STATEMENT OF WORK.

VIII. MISCELLANEOUS TERMS AND CONDITIONS

A. Exchange of Personal Identifying Information. The Contract concerns the exchange of Confidential Information. Except as prohibited by applicable law or regulation, Local Government and DSHS may exchange such information in accordance with *Tex. Health and Safety Code* Chapter 191.

B. Suspension of Services or Contract Termination. Use of services under the Contract by Local Government for purposes inconsistent with the Contract or applicable law or regulation may result in suspension of services or termination of the Contract for cause by DSHS.

C. Governing Law and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.

D. Confidentiality. Local Government shall maintain as confidential and shall not disclose to third parties without DSHS's prior written consent, any DSHS information including but not limited to DSHS Data, DSHS's business activities, practices, systems, conditions, and services. This section shall survive termination or expiration of the

Contract. This requirement must be included in all subcontracts issued by Local Government. The Parties shall comply with all applicable state and federal laws relating to the privacy and confidentiality of data and records provided under the Contract, including, but not limited to, Tex. *Gov't Code* Section 552.115.

E. Record Maintenance and Retention

1. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of the Contract and all state and federal rules, regulations, and statutes.
2. Local Government shall maintain and retain legible copies of the Contract and all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable state of Texas requirements. These records shall be maintained and retained by Local Government for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audits, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

F. Dispute Resolution. To the extent that *Tex. Gov't Code* Chapter 2260 is applicable to the Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DSHS and Local Government to attempt to resolve any claim for breach of contract made by Local Government that cannot be resolved in the ordinary course of business.

G. Entire Agreement. The Contract contains all the terms and conditions between DSHS and Local Government relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect.

H. Force Majeure. Neither Local Government nor DSHS shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

I. INDEMNIFICATION

1. TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCAL GOVERNMENT SHALL DEFEND,

INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DSHS, AND HHSC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF LOCAL GOVERNMENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

2. **THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LOCAL GOVERNMENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS, DSHS, OR HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE OF TEXAS, DSHS, OR HHSC OR ITS EMPLOYEES.**
3. **FOR THE AVOIDANCE OF DOUBT, NEITHER THE STATE OF TEXAS, DSHS, NOR HHSC SHALL INDEMNIFY LOCAL GOVERNMENT OR ANY OTHER ENTITY UNDER THE CONTRACT.**

J. No Waiver of Sovereign Immunity. Nothing in the Contract shall be construed as a waiver of DSHS's, HHSC's, or the state of Texas' sovereign immunity. Neither the Contract nor any action or inaction of DSHS shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC under the Contract or under applicable law or regulation shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither the State of Texas, DSHS, nor HHSC waives any privileges, rights, defenses, or immunities available to the State of Texas, DSHS, or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. Notwithstanding the forgoing, if Local Government is a state of Texas agency or department, district, authority, county, municipality, or other political subdivision of the state of Texas, then nothing in the Contract will be construed to abrogate any rights or affirmative defenses available to Local Government under doctrines of sovereign and official immunity.

K. Severability. If any provision of the Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue.

L. Waiver. The failure of either Party to object to or to take affirmative action with respect to any conduct of either Party which is in violation or breach of the terms of the

Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

M. Termination

1. **Convenience.** Either Party may terminate the Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party. The termination will be effective on the date specified in the terminating Party's notice of termination.
2. **Cause resulting from Material Breach.** Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, either Party may terminate the Contract, in whole or in part, upon the following condition:
   i. Material Breach
   If a Party determines, in its sole discretion, the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of the other Party's duties under the Contract.
3. **Cause resulting from Failure to Maintain Financial Viability.** DSHS may terminate the Contract if, in its sole discretion, DSHS has a good faith belief that Local Government no longer maintains the financial viability to fully perform its obligations under the Contract.

IX. CERTIFICATIONS

The undersigned contracting Parties certify that:

A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of each Party.
B. Each Party executing the Contract on its behalf has full power and authority to enter into the Contract.
C. The proposed arrangements serve the interest of efficient and economical administration of state and local government; and
D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

Local Government further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR DSHS CONTRACT NO.TBD

DEPARTMENT OF STATE HEALTH SERVICES	**WILLIAMSON COUNTY**
Signature	Signature
Manda Hall, MD Printed Name	Printed Name
Associate Commissioner for Community Health Improvement Title	Title
Date	Date

HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request***. 45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

HEALTH AND HUMAN SERVICES
Contract Number TBD
Attachment B CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor 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.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
William W. Gravell	County Judge
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	**Title of Authorized Representative**
710 Main	Georgetown, TX 78626
Physical Street Address	**City, State, Zip Code**
405 MLK	Georgetown, TX 78626
Mailing Address, if different	**City, State, Zip Code**
512-943-1550	512-943-1616
Phone Number	**Fax Number**
ctyjudge@wilco.org	
Email Address	**DUNS Number**
74-6000978	
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

Commissioners Court - Regular Session **23.**

Meeting Date: 06/27/2023

Authorize Contract Renewal #1 for Audit Services with Weaver & Tidwell LLP for Auditors Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of contract #4001 Audit and Accounting Services contract, for the pricing, terms and conditions outlined in the original proposal for Fiscal Year 2023 Audit.

Background

This is the first extension for this contract. The Williamson County Audit Committee has confirmed that the vendor met all the County requirements on this contract and is recommending this extension. The funding source is 01.0100.0409.004181. The department point of contact is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Proposal 2020

Renewal #1 Form and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 09:48 AM
Purchasing (Originator)	Joy Simonton	06/21/2023 12:03 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 01:13 PM
Form Started By: Kim Chappius		Started On: 06/12/2023 01:16 PM
Final Approval Date: 06/21/2023		



Proposal for Audit and Accounting Services

Williamson County, Texas
April 21, 2020

Presented by:
Rebecca Goldstein, CPA | Partner, Assurance Services
Weaver and Tidwell, L.L.P. | 1601 South MoPac Expressway, Suite D250 | Austin, Texas 78746
512.609.1907 (O) 512.636.3270 (C) | rebecca.goldstein@weaver.com

weaver
Assurance · Tax · Advisory

April 21, 2020

Brenda Fuller
Williamson County Purchasing Department
Attn: 4001 RFP Audit and Accounting Services
100 Wilco Way, Suite P101
Georgetown, TX 78626

RE: Proposal for Audit and Accounting Services

Dear Ms. Fuller:

With 70 years of experience meeting the audit, advisory and tax needs of Texas government entities, and having been a long-standing service provider for Williamson County, Weaver and Tidwell, L.L.P., (Weaver) understands the operational complexities of your specific financial operations, the challenges and risks specific to county government environments and the nuanced financial reporting requirements all counties must meet.

With this proposal, Weaver commits to providing financial auditing services as detailed in Williamson County's (the County's) request for proposals. We understand that this contract is anticipated to be for the fiscal years ending September 30, 2020, 2021 and 2022.

But our commitment to you doesn't stop there: our goal is to help you continue to meet your operational challenges with ease by providing you with real value beyond mere "check the box" compliance. In addition to completing your audit on time and with the fewest possible demands on your staff, we will also work to help you navigate changes in guidance and best practices, and lay the foundation for achieving your longer term operational and strategic objectives. Key benefits of selecting Weaver include:

- **Experience in government environments.** With more than 175 government audit clients annually, including 11 counties and county tax offices, Weaver professionals understand the complexities of governmental accounting, federal and state funding and the nuances of special reporting.
- **Understanding of Williamson County's operations and needs.** Having previously provided audit services to the County, we have a unique window into your distinct operations, systems and culture. This insight enables us to facilitate a more efficient audit, to more fully understand your reporting requirements and risks and to continue to provide recommendations that are truly customized to your needs, resources and constraints.
- **High-quality work and on-time delivery.** Weaver's reputation has been built on the quality of our work and our ability to stay on schedule and on budget. We are dedicated to meeting the timelines and other commitments set forth in our proposal.

- **Commitment to ongoing communication**. Frequent, effective and honest communication is critical to a successful audit. Your partner and engagement team leadership will remain highly accessible throughout the audit and throughout the year.
- **Large-firm resources, small-firm service**. With Weaver, you never get lost in the crowd. As a national firm with offices in Central Texas, we provide hands-on, year-round service. But local doesn't mean limited: we have 120+ government audit professionals with extensive knowledge, so we can tackle even the most complex audits and aggressive timelines.

We focus on providing real value beyond mere compliance, leveraging the full breadth of our experience to your benefit. Throughout our service to you, we will continue to work to make the audit as easy as possible for County staff and work to ensure our suggestions for improving the efficiency and effectiveness of your financial processes remain practical and relevant to your broader, long-term objectives. We will always look for ways to balance efficiency and innovation to bring you the best audit experience possible. Ultimately, our goal is to provide you with more than just a financial audit; we want to offer the support you need to maintain world-class financial operations.

Should you have any questions regarding this proposal or any other matter, please do not hesitate to contact me directly; I am authorized to answer technical, price and/or contract questions. I look forward to the opportunity to discuss our proposal, as well as how Weaver can assist the County with achieving its financial reporting objectives and long-term goals.

Sincerely,

Rebecca Goldstein

Rebecca Goldstein, CPA | Partner, Assurance Services
1601 South MoPac Expressway, Suite D250 | Austin, Texas 78746
Direct: 512.609.1907 | Email: rebecca.goldstein@weaver.com

Executive Summary



In today's environment, the County faces increasing pressure from all sides: citizens, businesses and employees alike all have demands for enhanced access and services; taxpayers are pushing for added transparency; and oversight bodies continue to change and expand reporting requirements. Meeting all of these pressures involves a great deal of budgetary and operational complexity, plus one nearly priceless commodity: time. Often tasked with trying to do more and more with less, your financial operations staff simply don't have time to be overburdened by your annual audit.

That's where Weaver comes in.

With our decades of experience serving Texas government entities, our clients know they can count on us for reliable and personal service, open communication, on-time completion and an efficient, no-surprises financial audit. What's more, we offer year-round assistance with changing regulations and accounting and auditing standards and access to free continuing professional education, so your staff and finance department can have the knowledge and tools needed to operate at peak efficiency.

Our Understanding of the Work

As part of our services, we will express an opinion on the fair presentation of the general-purpose financial statements of the County in conformity with generally accepted accounting principles (GAAP). We will also be responsible for performing certain limited procedures involving required supplementary information required by GASB as mandated by generally accepted auditing standards.

The CAFR "Required Supplementary Information" and "Supplemental Schedules" sections will be subjected to the auditing procedures applied to the basic financial statements in order to be able to issue an "in-relation-to" opinion as part of the audit opinion. The examination and related opinion letters will fulfill the minimum standard requirements to comply with the GFOA Certificate of Achievement for Excellence in Financial Reporting program. The reports to be issued include:

- A report on the fair presentation of the financial statements in conformity with GAAP
- A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk
- A report on compliance with applicable laws and regulations, including those related to major and non-major federal and state financial assistance programs
- A management letter, if applicable
- A report to the Williamson County Commissioners Court including all required communications

Weaver professionals will prepare the draft CAFR with the assistance of Williamson County staff, and will provide assistance with any prior year GFOA comments. The CAFR will be finalized and released no later than six months after the fiscal year end (September 30).

Your audit manager and partner will also be prepared to provide accounting research and compliance services as requested by the County, including guidance on general accounting or reporting issues and interpretation and implementation of new GASB statements. We will also be prepared to perform any special projects including an audit of the Juvenile Services Grants (TJJD), the Community Corrections Department, and any required road district reports under separate cover. We will provide an electronic version (PDF) of these final reports and any requested hard copies.

Real value beyond compliance

We know that no two entities, and no two audits, are exactly alike. With experience serving the County, we understand your distinct operations, systems and culture. This insight enables us to facilitate a more efficient audit, to more fully understand your reporting requirements and risks and to provide recommendations that are truly customized to your needs, resources and constraints. We also understand that you need more value from your annual financial audit than mere compliance.

As your auditor, Weaver can help you prepare for changing conditions, streamline processes and identify potential fraud or waste, including:

- Examining/auditing unusual or complex transactions before fiscal year-end
- Assistance with implementation of new GASB standards or other pronouncements
- Recommending changes in financial reporting models
- Using advanced data analytics capabilities to increase efficiency and identify potential fraud
- Helping to ensure the County's CAFR meets requirements of the GFOA Certificate of Achievement

Hands-on leadership with real accountability

The general overarching approach to an audit engagement — understanding an entity and evaluating audit risks for an engagement — remains relatively consistent among firms. Weaver is different because your engagement partner, Rebecca Goldstein, CPA, is entrenched from day one. She will be closely involved with the planning of the audit in order to ensure successful, on-time completion, will provide hands-on quality review for all deliverables, and will be available to present results to stakeholders in a way they understand.

Experience matters

Information without insight provides limited value. That's why we've selected a team of highly experienced professionals who know you and your county to lead this engagement. Participating in your audit from planning through the final report, they will work diligently to continue ensuring the highest quality results and relevant, practical recommendations tailored to your specific needs and goals. Key leadership includes:

Rebecca Goldstein, CPA Engagement Partner	▸ 19 years of experience ▸ Focus on counties, municipalities and state government entities and is deeply familiar Government Auditing Standards, GFOA requirements, Uniform Guidance and the Texas Single Audit Act ▸ Member of the Texas Society of Certified Public Accountants (TXCPA), American Institute of Certified Public Accountants (AICPA) and a Government Finance Officers Association (GFOA) Special Review Committee member
Adam McCane, CPA Technical Review Partner	▸ 15 years of experience ▸ Focus on counties, cities, local government agencies and other government entities ▸ Member of the TXCPA, AICPA and GFOA
Brandon Tran, CPA Manager	▸ 5 years of experience ▸ Focus on counties, municipalities and school districts ▸ Member of the TXCPA

A foundation for long-term success

At Weaver, success isn't built on engagements – it's built on relationships. We will work to continue to cultivate our long-lasting client relationship with you, with an ongoing commitment to responsiveness, communication and continuity. To that end, your key team leadership will provide much more than oversight and accountability during the audit — they will remain available to you throughout the year as routine questions arise. With this added level of guidance and support, the County can be confident in our continued commitment to helping you meet both your immediate reporting needs and your long-term strategic goals for the County as a whole.

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Firm Background, Principal Officers and Prior Experience

Firm Qualifications and Experience

Weaver was founded in Texas and is a limited liability partnership. Established in 1950, Weaver is a nationally recognized firm with approximately 700+ professionals and offices across the nation.

Our focus since inception has been meeting the assurance, advisory and tax needs in the U.S. and around the world — with a strong emphasis on government and other related entities. Our broad and sustained experience enables us to take a particularly thoughtful approach, balancing your short-term reporting needs with your long-term objectives.

At Weaver, there are no "one-size-fits-all" solutions. We combine leading technical knowledge with specific industry experience to provide highly customized services tailored to each client's needs.

Industries

- Government
- Higher education
- Nonprofits
- Financial services
- Private equity
- Financial institutions
- Oil and gas
- Technology
- Healthcare
- Manufacturing and distribution
- Oilfield services
- Renewable energy
- Construction and real estate

Services

Advisory Services
- Risk advisory services
- IT advisory services
- Financial institutions consulting
- Transaction advisory services
- Energy compliance services
- Forensic and litigation services

Assurance Services
- Audit, review and compilation
- Agreed-upon procedures
- Employee benefit plan audit
- SOC reporting
- Attestation services
- IFRS assessment and conversion

Tax Services
- Federal tax
- State and local tax
- International tax
- Private Client Services



35 37

Top 35 Firm nationwide

Best of the Best Firms (2019)

TIAG
A Worldwide Alliance of Independent Accounting Firms

#1
Largest Independent CPA Firm in the Southwest
Accounting Today

#3
Largest Tarrant County Accounting Firms
Fort Worth Business Press

#7
Accounting firms with the most local CPAs
San Antonio Business Journal

#8
Largest Austin Accounting Firms
Austin Business Journal

#10
Accounting firms with the most local CPAs
Houston Business Journal

#10
Largest North Texas Accounting Firms
Dallas Business Journal

#35
Top 50 Firms
INSIDE Public Accounting

#39
Top 100 Firms
Accounting Today

Location Office Performing the Work

This engagement will be managed and staffed with resources from our Austin office, and we have significant resources at the ready to deliver timely, comprehensive services for the County. In addition, all of Weaver's professionals work collaboratively across locations, so we are able to draw upon additional resources and in-house subject matter advisors as needed, should engagement needs dictate.

With this leveraged model, Weaver is able to offer you a scalable and customized team that can adjust dynamically and quickly to meet your needs throughout all stages of the audit season, and our contract with you.

Size of the Governmental Audit Staff

Weaver's dedicated government audit practice is one of the largest industry practices in the firm, with more than 120 professionals focused on the distinct needs of our government and nonprofit clients. This deeply experienced group performs annual financial audits for more than 175 government clients each year, including:

- 11 counties and county tax offices
- 40 Texas cities
- Approximately 100 entities that receive federal funding sufficient for a single audit
- More than 50 entities that receive the GFOA award for excellence in financial reporting

We are experienced not only with annual financial audits, but federal and state single audits, CAFR preparation or review for GFOA recognition, grant compliance audits, road district audits, and special projects including Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) audits and Texas Juvenile Justice Department (TJJD) audits. In addition, we also provide government clients with internal audits (both outsourced and co-sourced), risk assessments, enterprise risk management consulting, business process improvement, IT audits, data analytics and forensic accounting.

175+
public-sector audit clients annually

120+
public-sector audit professionals

100
entities receiving a single audit

50
GFOA award recipients

11
counties and county tax offices

40
Texas cities

Number and Nature of Engagement Staff

To maximize efficiency, the engagement will be led by professionals with hands-on experience serving your entity and other entities like yours. Part-time leadership resources include:

- Partner **Rebecca Goldstein,** who will continue to serve as the lead engagement partner, providing guidance related to risk assessment, planning and engagement execution, as well as technical reviews of the engagement reports and related requirements
- Partner **Adam McCane**, who will serve as the technical review partner for the County, providing guidance and quality review for the annual audit and serving as an ongoing resource for the County and engagement team throughout the course of the contract
- Engagement Manager **Brandon Tran**, who will provide direct oversight of the audit team and ensure work proceeds on time and within budget, and will also serve as an ongoing resource for the County and its affiliates

Other resources for the audits will include a full-time senior associate and 1 -2 associates as needed, utilizing our function-specific staffing approach, whereby we deploy right-sized teams based on specific audit tasks and the timing of those tasks. With this leveraged model, we are able to provide the County and its affiliates with access to professionals at all staff levels to meet audit timing and subject matter needs without budget surprises. ***Weaver does not anticipate the need for subcontractors during this engagement.***

Quality Control & Peer Review

External peer review is designed to give the public additional confidence in the quality of our audit and accounting practice. As such, every three years, the firm engages an independent accounting firm to determine whether our quality control policies and procedures are suitably designed, and whether our techniques for implementing these policies and procedures comply with professional standards.

Each peer review has also included a review of governmental audit engagements including those with single audits, as mandated by AICPA Peer Review standards and GAQC requirements.

Weaver has received unmodified reports on every peer review to date.

Ultimately, peer review is administered by the AICPA National Peer Review Committee (NPRC). Our latest peer review was accepted by the NPRC in February 2020; Weaver received a pass rating, the highest grade possible.



Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Weaver and Tidwell, L.L.P. has received a peer review rating of pass.

Eide Bailly LLP

Eide Bailly LLP

CPAs & BUSINESS ADVISORS

Report on Firm's System of Quality Control

October 16, 2019

To the Partners of Weaver and Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Disciplinary Action and Reviews

We are not aware of any federal or state desk reviews that have been performed on our audits in the past three years. Nor are we aware of any disciplinary action taken or pending during the past three years related to Weaver's government audit practice or any of the team members of the County's audit.

Partner, Supervisory and Staff Qualifications and Experience

Team Organization

Serving large, complex government organizations like the County and its entities requires specific technical knowledge and industry insight. We invest both time and money to ensure that our government professionals are always at the forefront of best practices, and stay abreast of the latest guidance, regulations and other trends affecting Texas government entities. This combined with our prior experience serving the County enables us to provide the most efficient and impactful audit.

Your audit team will be organized as illustrated below:



Qualifications for key team members, including information regarding continuing professional education, are provided on the following pages.

Resumes for Key Personnel



Rebecca Goldstein, CPA | Partner, Assurance Services

Experience Summary: Rebecca has more than 19 years of experience, with a strong focus on providing financial and compliance audit services to government clients. She is deeply familiar with Uniform Guidance and the Texas Single Audit Act, having performed more than 100 single audits. She is also experienced with TJJD and CSCD reporting and assisting clients with seeking the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Key Clients: In addition to having served the County, Rebecca's clients have included the City of McAllen, Central Texas Council of Governments, Brushy Creek Regional Utility Authority, Goodwill Industries of Central Texas, Texas County and District Retirement System, Texas Emergency Services Retirement System, Texas Municipal Retirement System and many more.

Professional Involvement and Recognition: Rebecca is a member of the TXCPA, AICPA and the GFOA Special Review Committee.

Representative Presentations and Publications: Rebecca regularly presents CPE sessions and speaks at conferences and professional associations. Representative topics include "GASB Accounting & Audit Update" and "Single Audit - What Do I Need to Know and Am I Prepared?"

Education and Certifications: A Certified Public Accountant in Texas, Rebecca earned a Bachelor of Business Administration in accounting from Southwest Texas State University. She currently meets continuing professional education required by generally accepted government auditing standards and Texas State Board of Public Accountancy (80 hours of CPE every two years, with a minimum of 20 hours of CPE in each year of that period and at least 24 hours relating to the governmental audit environment). A detailed list of CPE hours and courses is available upon request.

Weaver's experience with your operations, systems and staff means we can approach your audit in the most efficient manner possible. But we don't just rely on the way we've always done things. We consistently look for ways to bring a ***valuable perspective*** to be sure that we're adjusting to lessons learned, changes in your operations, industry trends and the evolution of best practices. Throughout our service to you, we will always look for ways to **balance efficiency and innovation** to bring you the best audit experience possible.

Adam McCane, CPA | Partner, Assurance Services



Experience Summary: Adam has more than 15 years of experience in public accounting. He serves as the audit engagement partner for government agencies and companies, both public and private. He has particular experience leading audits of counties, cities and other local agencies, and grant compliance engagements, both as agreed-upon procedures and as single audits under Uniform Guidance.

Key Clients: Adam's clients, in addition to the County, have included Guadalupe County, Parker County, City of Georgetown, City of Copperas Cove, City of Benbrook, City of the Colony, City of Euless, City of Grand Prairie and many more.

Professional Involvement and Recognition: Adam is a member of the TXCPA, the AICPA and the Special Review Committee of the GFOA.

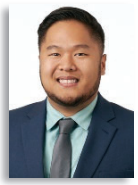
Representative Presentations and Publications: Adam regularly presents CPE sessions and speaks at conferences and professional associations. Representative topics include "GASB Update," "Non-Profit Roundtable" and "Frequent Audit Findings."

Education and Certifications: A Certified Public Accountant in Texas, Adam earned a Bachelor of Business Administration in accounting and finance from Texas Christian University. He currently meets continuing professional education required by generally accepted government auditing standards and the Texas State Board of Public Accountancy (80 hours of CPE every two years, with a minimum of 20 hours of CPE in each year of that period and at least 24 hours relating to the governmental audit environment). A detailed list of CPE hours and courses is available upon request



As the County continues to grow, so too will your operations and needs evolve and become more complex. As a full-service firm with a wide array of in-house practices, Weaver is able to continue to provide the County access to subject matter advisors for everything from risk management to cybersecurity. In short, the full depth and breadth of our resources and services is literally just a phone call away.

Brandon Tran, CPA | Manager, Assurance Services



Experience Summary: Brandon has more than five years of public accounting experience focused on governmental and nonprofit entities. He plans and performs audits in accordance with generally accepted government auditing standards, the Single Audit Act and Uniform Guidance. As a manager, Brandon will work closely with the engagement partner and the other engagement team members, and will be heavily involved in the overall execution of the audit from start to finish. He will review the financial statements for proper reporting and disclosures and will supervise and review the work of the engagement team staff on a regular basis during fieldwork.

Representative Clients: In addition to the County, Brandon's clients have included Kerr County, Calhoun County, the City of McAllen, Central Texas Council of Governments, Texas Emergency Services Retirement System, as well as Blanco ISD and Education Service Center Region 20.

Professional Involvement and Recognition: Brandon is an active member of the TXCPA.

Education and Certifications: A Certified Public Accountant, Brandon earned a Master of Accountancy and a bachelor's degree in accounting from the University of Texas at San Antonio. Brandon currently meets continuing professional education required by generally accepted government auditing standards and Texas State Board of Public Accountancy (80 hours of CPE every two years, with a minimum of 20 hours of CPE in each year of that period and at least 24 hours relating to the governmental audit environment). A detailed list of CPE hours and courses is available upon request.

Johnathan Masselink, CPA | Senior Associate, Assurance Services



Experience Summary: Johnathan has more than three years of public accounting experience focused on governmental and nonprofit entities. He plans and performs audits in accordance with generally accepted government auditing standards, the Single Audit Act and Uniform Guidance. As a senior associate, Johnathan will be heavily involved in the overall performance of the audit fieldwork.

Representative Clients: In addition to the County, Johnathan's clients have included City of McAllen, Pflugerville ISD, and Laredo ISD.

Professional Involvement and Recognition: Johnathan is an active member of the TXCPA.

Education and Certifications: A Certified Public Accountant, Johnathan earned a bachelor's degree from the University of Texas and a Master of Accountancy from Texas State University. He currently meets continuing professional education required by generally accepted government auditing standards and Texas State Board of Public Accountancy (80 hours of CPE every two years, with a minimum of 20 hours of CPE in each year of that period and at least 24 hours relating to the governmental audit environment). A detailed list of CPE hours and courses is available upon request.

Reema Parappilly, CISA | Partner, IT Advisory Services



Experience Summary: Reema will be available to lead any work related to IT risk evaluation and as needed, data analytics. She has more than 15 years of experience leading IT risk assessments and executing IT internal audit plans over performance and capacity management, disaster recovery and data privacy. Her focus includes IT audits, Sarbanes-Oxley Compliance, System and Organization Control (SOC) reporting, and data analytics. She leads compliance engagements, including annual documentation of controls design and testing.

Representative Clients: Reema's clients have included the City of Houston, City of Bryan, City of League City, City of University Park, Employee Retirement System of Texas, Texas Lottery Commission, Texas Department of Insurance and Montgomery ISD.

Professional Involvement and Recognition: Reema is an active member of numerous professional organizations, including ISACA, Institute of Internal Auditors (IIA), Insurance Accounting and Systems Association (IASA), Cloud Security Alliance and AFCOM International.

Education and Certifications: A Certified Information Systems Auditor, Reema has a Master of Science in information systems technology and Bachelor of Business Administration in finance and information systems from George Washington University. As a subject matter advisor for this engagement who is not leading or conducting the audit, she is not subject to GAGAS CPE requirements.

Staff Continuity

We understand how frustrating it is to get an auditor up to speed only to learn that that particular team member will be rotated off of the engagement. Although no firm is immune to the factors that lead to rotation, Weaver makes engagement team continuity a client service priority. By formal firm policy, Weaver maintains continuity in engagement leadership throughout a client relationship unless client interests indicate otherwise. No change will be made without express prior written permission of the County.

Maintaining a stable and diverse team will continue to be a priority in our service to the County.

In rare instances where rotation is necessary, Weaver will discuss with the County in advance any proposed changes in the engagement team. We will provide the resume of the proposed professional and obtain your approval before making the change. With access to all of the firm's resources, including our 120+ government audit professionals, we are able to provide replacement resources with commensurate experience and technical skill in order to minimize any potential disruption to the audit.

Similar Engagements with Other Government Entities

As mentioned previously, Weaver performs audit services for approximately 175 government entities annually. Below are just a few relevant examples of clients serviced out of our Austin office from within the past three years, followed by a broader representative list.

Client	Scope of Work	Engagement Partner	Reference Contact	Hours	Dates of Service
Guadalupe County	Annual financial and compliance audits, including single audit	Adam McCane	Kristen Klein County Auditor 830.303.4188 kris@ co.guadalupe.tx.us	500	2016–Present
City of Georgetown	Financial audit of the City's financial statements, including single audit in accordance with Uniform Guidance, separate financial audit of the City's Airport and separate business process improvement consulting engagement surrounding the City's Airport operations	Adam McCane	Laurie Brewer Assistant City Manager 512.930.3652 laurie.brewer@ georgetown.org	450	2014–Present
City of Copperas Cove	Annual financial and compliance audits under GAGAS; TCEQ agreed-upon procedures (AUP) letter and audit of Copperas Cove Economic Development Corporation	Adam McCane	Velia Key Finance Director 254.547.4221 vkey@ copperascovetx.gov	550	2016–Present
City of McAllen	Annual financial and compliance audits under GAGAS	Adam McCane	Sergio Villasana Director of Finance 956.681.1081 svillasana@ mcallen.net	1000	2019–Present
Central Texas Council of Government	Annual financial and compliance audits, including single audits in accordance with Uniform Guidance and State of Texas UGMS	Rebecca Goldstein	Michael Irvine Director of Administration 254.770.2227 michael.irvine@ ctcog.org	300	2012–Present

Representative Government/Government-funded Clients

The following is also a representative list of government clients whom we have served with assurance, advisory and/or tax services.

MUNICIPALITIES
City of Allen*/+
City of Arlington#
City of Bryan*/+/#
City of Cleveland*
City of Conroe*/+
City of Coppell*/+
City of Copperas Cove*/+
City of Corpus Christi#
City of Euless*/+
City of Fort Worth*/+
City of Frisco*/+
City of Garland*/+
City of Georgetown*/+/#
City of Grand Prairie*/+
City of Houston#
City of Irving*/+
City of Jasper*/+
City of Keller*/+
City of Killeen*/+
City of League City*/+
City of Lewisville*/+
City of Lubbock
City of McAllen
City of Odessa*/+
City of Plano*/+
City of Rowlett+
City of Southlake*/#/+
City of Springtown*
City of Wortham
City of Wylie/+
Town of Fairview+
Town of Little Elm/+
Town of Westlake+

LOCAL/REGIONAL ENTITIES
Alliance Airport Authority
Bexar County Auditor's Office
Brushy Creek Regional Utility District
Bryan Texas Utilities#
Central Texas Council of Governments*/+
Dallas County Park Cities Municipal Utility District
Dallas County Utility and Reclamation District
Denton County Transit Authority*/+/#
East Texas Council of Governments*/+/#
Ector County Appraisal District
Ector County Hospital District#
Guadalupe County*/+/ #
Houston Galveston Council of Governments#
Lake Cities Municipal Utility Authority
Metrocare Services#
Midland County*
Midland-Odessa Urban Transit District
Montgomery Central Appraisal District
Montgomery County*/+
Montgomery County Hospital District
North Central Texas Council of Governments*/#/+
North Texas Municipal Water District#/+
North Texas Tollway Authority#
Odessa Housing Authority*
Odessa Development Corporation
Parker County*
Pecos County
Reeves County
Tarrant Appraisal District
Tarrant County#
Tarrant County Tax Office#
Tomball Hospital Authority
Trinity River Authority+
Williamson County */+

SCHOOL DISTRICTS
Alvin ISD*
Birdville ISD*/+
Bryan ISD*
College Station ISD*
Conroe ISD*/+
Crowley ISD
Cypress-Fairbanks ISD*/+/#
Dallas ISD*/+/#
Duncanville ISD*
Eanes ISD*
Fort Worth ISD*/+/#
Frisco ISD*/+/#
Grand Prairie ISD*/+
Highland Park ISD*/+
Hurst-Euless-Bedford ISD*/+
Irving ISD*/+/#
La Porte ISD*/+
McKinney ISD#
Mesquite ISD*
Midland ISD*
Montgomery ISD */+
Pasadena ISD*/+
Rockwall ISD*
Texas City ISD*
Tomball ISD*/+
Waco ISD*/#
Wichita Falls ISD*
Pflugerville ISD*/+
Plano ISD*/+

EDUCATION SERVICE CENTERS
Region 4 ESC*/+
Region 5 ESC*
Region 6 ESC*
Region 11 ESC*/#
Region 13 ESC*/+

STATE GOVERNMENT
Cancer Prevention and Research Institute of Texas#
Employee Retirement System of Texas#
State Bar of Texas
Texas Board of Law Examiners
Texas Council for Developmental Disabilities#
Texas Department of State Health Services
Texas Department of Information Resources#
Texas Department of Insurance#
Texas Department of Licensing and Regulation#
Texas General Land Office#
Texas Higher Education Coordinating Board#
Texas Lottery Commission
Texas Municipal Retirement System#
Texas Permanent School Fund
Texas State Auditor's Office#
Texas Windstorm Insurance Assoc.#

HIGHER EDUCATION
Abilene Christian University#
Alamo Colleges#
College of the Mainland#
Del Mar College#
Dallas Baptist University
Lamar University
Lee College#
Lone Star College
Tarrant County College#
Texas A&M University#
Texas Christian University
Tyler Junior College
University of North Texas System#
University of Texas System#
University of Texas at Arlington
University of Texas at Dallas
University of Texas at San Antonio
University of Texas Permian Basin

*** Single Audits**
+ Recipient of GFOA Award for Excellence in Financial Reporting
 # Internal Control and/or IT Audit

Independence

Conformity with the rules of professional conduct requires that a certified public accountant be independent, in fact and appearance, with respect to a client for whom he or she is issuing a report on financial statements. [Texas State Board of Public Accountancy Rules of Professional Responsibility, sec. 501.11] We confirm that the firm and proposed audit team members of Weaver are independent with respect to the County, and all component units and related organizations of the County as defined by governmental accounting and auditing standards. Weaver will notify the entity in writing should any professional relationships be entered into during the period of agreement with the County.

Other: Active Industry Involvement

An important way we remain on the forefront of technical changes is through consistent industry involvement. Our government leaders are active in key professional organizations, including general entities such as the GFOA. We have open communication with these organizations and are regularly in communication with them regarding any upcoming changes.



Recognized for their depth of audit and advisory knowledge, Weaver staff have given numerous presentations on government audit topics in recent years.

Weaver professionals regularly present training sessions, as well as sessions at annual TXCPA conferences. Sessions for the latter have included:

- Fraud in the Financial Statement Audit: You Wouldn't Believe the Things We've Seen
- Sampling Made Easy
- Construction Management: Monitoring Risk through Times of Growth
- GASB Update
- GFOA and ASBO Assistance

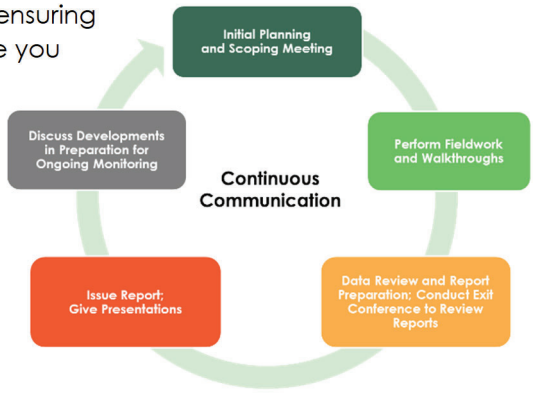
Nine Weaver staff members currently serve on the GFOA's Special Review Committee, which evaluates CAFRs for eligibility with Certificate of Achievement Program requirements. The firm has at least four (4) years of experience with this program.

For our clients who submit CAFRs to the GFOA, one of our GFOA Special Review Committee members reviews the financial statements to ensure that they meet the standards to be recognized with a Certificate of Achievement for Excellence in Financial Reporting. Both of your engagement partners, Rebecca and Adam, have served on the GFOA Special Review Committee, and will ensure the County's CAFR meets GFOA requirements.

Specific Audit Approach

Communication Approach

Timeliness and continuous communication are critical for ensuring you receive audit results and deliverables in the timeframe you expect, without surprises along the way.



To keep work on track, we will hold regular internal meetings to inform you of our progress, address issues as they arise, ask about questions we may have and alert you to any potential delays.

When we finish interim fieldwork and again at the end of final fieldwork, our team will meet with you to discuss our observations and recommendations relating to internal control, compliance and operational improvements. We will also confirm facts with you before including them in our reports.

At the conclusion of the engagement, we will provide detailed written reports and present them to management and interested parties as requested.

In addition to meeting with you on a regular basis throughout the audit to provide progress updates, we will remain available to you throughout the year to provide timely technical updates, answer routine questions and offer the consultation needed for any accounting and auditing issues that may arise whether during the course of the audit or otherwise, to ensure we meet your changing needs over time. We do not charge you for this ongoing access; we consider it part of our role as your service provider.

Protecting Your Information

Weaver is always mindful of the responsibility associated with managing confidential personal and financial data, so we have created a comprehensive array of procedures rooted in industry-standard best practices and systems to protect client and firm information.

To start, physical security measures include secured doors on all our offices and workstations that lock automatically. Printed documents are also kept in secured areas, and unneeded documents are collected in locked containers for shredding. Non-physical measures include our secure client portal, and encrypted laptops, hard drives and email, as well as mandatory encryption of all removable media (such as thumb drives). These are just some examples of the exhaustive procedures we follow to make sure client data remains secure. Additional details regarding our IT and security policies are available upon request.

Audit Segmentation, Staffing and Hours

At a high level, ours is a big picture approach: we take the time to consider how your operations and accounting processes relate to your internal control systems and the responsibilities of your existing personnel. Throughout the audit, our decisions are guided by two simple goals: what will best serve your needs, and what will produce the highest quality yet most efficient audit.

When we evaluate your risks, we'll focus not only on deepening our understanding of your operations and accounting processes, but also continuing to examine your internal control systems and the responsibilities of your personnel. We will also discuss our planned audit procedures with management, weighing the benefits/efficiency of existing controls to determine the degree to which they can be leveraged to reduce the level of effort without compromising quality.

An overview of the key segments of our methodology is provided below; additional details regarding our approach are provided on the pages that follow. Weaver will perform all tasks according to the County's timeline. Conferences and other meetings will be held according to dates designated by the County, as well as those agreed upon in the early stages of the engagement.

PHASE	KEY PURPOSE AND ACTIVITIES	STAFF	TIMING	HOURS
Planning & Risk Assessment	We will understand your priorities and risks, finalize the audit plan, and compile document requests.	Partner, Manager, Senior Associate	Upon award	30
Control Documentation & Preliminary Fieldwork	We will document and test, as applicable, internal controls, determine compliance for major programs (as applicable) and identify key risks.	Partner, Manager, Senior Associate, Associates	July/August	90
Final Fieldwork	We will perform substantive testing and data analysis, prepare work papers and communicate any identified issues.	Partner, Manager, Senior Associate, Associates	December/ January 2021	304
Financial Review & Quality Control	We will compile our draft report, perform technical reviews, confirm findings with management and incorporate feedback, as applicable.	Partner, Manager, Senior Associate	January/ February 2021	56
Reporting	We will deliver final reports and other deliverables to management, and present results, as applicable.	Partner, Manager, Senior Associate	February 15, 2021	

Key Phases and Activities

Phase 1: Planning & Risk Assessment

To start, our team will meet with you to identify any changes to your operations and processes since the last audit season and compile our document request list. We will also confirm potential risks and calculate a preliminary estimate of materiality. Finally, we will develop key parameters for the audit, including:

- Staffing and responsibilities, including manager and partner supervision
- Audit objectives
- Schedules and hour budgets by audit and audit area
- Application of analytical procedures
- Materiality levels used for planning
- A risk assessment of internal controls

In developing our audit plan, we will consider aspects of your operations that could affect the audit scope and approach, such as: organizational structure; governing laws and regulations; annual budget and sources of revenue; number of employees; and any significant events during the past year that might have affected your financial processes.



TECHNOLOGY IN THE AUDIT

Weaver's secure portal enables our team and yours to share, review, store and track all items related to the engagement. We can also download financial data directly into our audit software to prepare trial balances, perform analytical procedures and prepare the financial statements. To further increase efficiency and accuracy, we can even leverage our in-house data analytics team to analyze 100 percent of selected data.

As an integral part of our audit planning, we complete annual questionnaires relating to internal controls, the County and components' operations and accounting processes. This in-depth understanding of the entity operations and accounting processes is essential for performing a thorough, efficient and effective audit. It also helps us make relevant, valuable management comments.

Phase 2: Control Documentation & Preliminary Fieldwork

Understanding Your Internal Control Structure

We will examine your internal controls to make sure they are properly designed and functioning as intended. We will ensure an adequate understanding of your internal controls as they relate to the control environment, risk assessment, control activities, information and communication and monitoring. This will be accomplished by:

- Performing walkthroughs with key County personnel from initiation to inclusion in the general ledger for processes including, but not limited to, major revenues, cash disbursements and accounts payable, payroll, and financial reporting close
- Reviewing key controls in these processes and determining whether they have been designed appropriately and placed in operation effectively
- Assessing the materiality of the various account balances and transaction classes
- Evaluating the risk factors that could affect the scope of testing

Determining Laws and Regulations Subject to Testing

We will consider the effects of laws and regulations that have a direct and material effect on the determination of amounts in the financial statements. To do this, we will:

- Discuss applicable laws and regulations with the County
- Utilize information from prior-year work papers
- Review certain grants and contracts
- Obtain written representations from management

Audit Sampling Approach

The nature and size of the County and its component operations will require us to design procedures to include sampling applications. All sampling will be performed in accordance with AU Section 530 and the AICPA audit guide, "Audit Sampling." Sampling applications may be used for these areas:

- Tests of accounting controls
- Tests of controls over compliance requirements of major federal or state programs, as applicable
- Tests of compliance with major federal or state program requirements, as applicable
- Substantive tests of account-balance details

The determination of tests of controls for transaction cycles will be determined by our evaluation of the design and effectiveness of your accounting controls. Our approach to tests of accounting controls will use tolerable rates of deviation and a 90 percent confidence level. The number

PREPARED BY CLIENT (PBC) REQUESTS

We recognize that the County and its entities' staff manages finances of a multimillion-dollar enterprise; our objective is to allocate to you only those tasks that will result in the greatest cost-efficiency overall.

For any and all requests for information, we will give you adequate lead-time for their preparation. We will deliver a request list for our interim fieldwork no later than three weeks in advance of the scheduled arrival for interim fieldwork.

When we conclude our interim fieldwork in your office, we will deliver a tailored list of schedules for final fieldwork based on our understanding of controls and operations developed during the interim fieldwork. We do not utilize standard templates; rather, whenever possible we will work with schedules already prepared by management.

of transactions tested will ultimately be determined by our expected rates of deviation and our control risk assessment. The specific items to be tested will be chosen randomly.

Determining Sample Sizes

The size of samples cannot be determined in advance for substantive tests of details of account balances. Weaver uses a nonstatistical sampling approach based on statistical theory, as widely used throughout the audit profession. This methodology uses the concepts of tolerable misstatement, risk of material misstatement, other substantive procedure risk, individually significant transactions and account balance in determining the sample size.

Single Audit Testing

For the single audit, we will consider additional internal control categories for which testing is required in accordance with Uniform Guidance. Areas addressed by these additional categories include:

- Transactions are properly recorded and calculated to
  - Permit the preparation of reliable financial statements and federal reports
  - Maintain accountability over assets
  - Demonstrate compliance with laws, regulations, and other compliance requirements
- Transactions are executed in compliance with
  - Laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on a federal program
  - Any other laws and regulations identified in the Compliance Supplement
- Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition
- Specific requirements for major federal financial assistance programs
  - Activities allowed or unallowed
  - Allowable costs/cost principles
  - Cash management
  - Eligibility
  - Equipment and real property management
  - Matching, level of effort, earmarking
  - Period of performance of federal funds
  - Procurement and suspension and debarment
  - Reporting requirements
  - Subrecipient monitoring
  - Special tests and provisions

Internal controls over the compliance requirements of major federal financial assistance programs will also be evaluated and tested as described above. Federal programs with expenditures exceeding 3% of total federal expenditures will be evaluated for risk. Programs considered "high risk" will be selected for testing.

After examining internal controls over compliance requirements for major programs, Weaver will test each program's direct and material compliance area in order to offer an opinion regarding the County's compliance with each major program.

Auditing Computerized Systems (EDP)

Our procedures for evaluating the security and integrity of IT systems typically include procedures to validate system settings and user authorizations.

We use multiple frameworks and standards to conduct specific IT application and security audits, selecting the guidelines most appropriate for each case. Our central approach is based on Control Objectives for Information and Related Technology (COBIT), which furnishes a comprehensive methodology to underlie all of our IT audit engagements. We apply the COBIT framework in planning, executing and reporting the results of our IT-related services.

Application Controls

As part of our audit procedures, we will use automated scripts to evaluate critical business application controls within your computer system. When evaluating application controls, we will perform tasks such as reviewing documentation, comparing processes to standard business rules and practices and verifying access control in applications.

Application Security

As part of our application procedures, we will consider system security configuration and functionality. We will perform tasks designed to evaluate the security of your electronic systems, including the supporting infrastructure and processes. Such tasks may include reviewing security measures surrounding applications and sensitive data, reviewing change management controls, reviewing the physical environment and its security and reviewing procedures designed to protect data integrity.

WEAVER ANALYTICS

During financial audits, Weaver Analytics can analyze 100 percent of selected data in the areas of journal entries, payroll and disbursements. We can identify potential risk areas that may require further investigation by the audit team.

During previous engagements, our team has identified items such as bid splitting and nepotism, as well as opportunities to improve efficiencies in the disbursement process. Examples of key findings from other data analyses performed by Weaver Analytics include:

- Duplicate vendors in the master vendor file
- Duplicate invoice payments
- Concentrations in vendors and customers that may indicate fraud
- Payroll checks paid in the incorrect amounts
- Payroll checks paid to former employees
- Employee addresses that match vendor addresses
- "Ghost" employees and vendors
- Unusual overtime patterns

By adding fraud detection and operational compliance, as well as computer data acquisition and analysis, Weaver can provide insights on the best ways to improve the efficiency and effectiveness of your processes.

Phase 3: Final Fieldwork

After you complete the year-end closing of accounts, our team will begin final fieldwork. This is the time when we perform most of the substantive tests on your data and prepare the majority of our audit work papers. During this time, the auditors will:

- Perform audit tests and complete preparation of audit work papers
- Complete audit programs, procedures and conclusions
- Discuss audit findings and adjusting entries with management
- Obtain attorney letters

Throughout this phase — and throughout our entire relationship with you — Weaver will remain in close communication with County management. Our goal is a "no-surprises" audit. Therefore, whenever there is a question or a potential issue, we will immediately bring it to your attention, seek your confirmation of the data and ask about any relevant circumstances.

Substantive Procedures

Weaver determines the audit approach and the specific procedures performed for various financial statement accounts and transactions (e.g., cash and investments, long-term debt, etc.) based on our experience with the County and similar entities. We tailor these procedures to your specific accounting system and controls in order to perform the audit thoroughly and efficiently. These procedures can include substantive sampling of account balances as previously discussed, analytical procedures as discussed below, and third-party confirmations of account balances and transactions.

The financial objectives of these procedures are to provide reasonable assurance that you will be able to process, summarize and report financial data consistent with management's assertions. Those assertions cover classes of transactions, year-end account balances and presentation and disclosure of financial data.

Analytical Procedures

During your audit, we examine more than pieces of data in isolation. We also analyze the interrelationships of financial and nonfinancial data. Our extensive use of analytical procedures offers a natural extension to the process of understanding the County operations. As we develop this understanding, we determine what ratios, relationships and internal or external data management tools will be useful in identifying and monitoring risks.

The exact analytical procedures performed for the County will be determined during the planning process, after we have examined your accounting systems and operations. Common procedures include trend analysis, ratio analysis and predictive or "reasonableness" tests. For example, depending on the specifics of your data and processes, we may:

- Compare financial information with comparable prior periods, taking into account any known or expected changes. For example, we will compare revenues and expenditures with comparable previous periods and balances, looking for unexpected variations
- Compare actual with anticipated results (for example, budget-versus-actual comparison of revenues and expenditures)
- Evaluate relationships among different elements within the period, such as receivables in relation to billings, or revenues in relation to costs
- Analyze financial information in light of relevant nonfinancial information (growth, political changes, new regulatory requirements, etc.)
- Perform automated data analysis (data mining) using audit command language (ACL) and similar tools

Phase 4: Financial Review and Quality Control

After fieldwork is complete, the engagement partner will review the entire engagement, with particular attention to significant audit areas. In addition, the draft report and work papers will be reviewed by the technical review partner to determine the completeness with which the engagement has been performed. The auditor's review will determine whether judgments made by others are reasonable in relation to the supporting data and to generally accepted accounting principles, auditing standards, government auditing standards and firm policy.



We discuss and confirm our findings with appropriate County staff whenever we discover an area of potential concern. In addition, we will review draft findings and recommendations with you throughout the engagement. At the reporting stage, there should be no surprises. Review and quality control tasks include:

- Engagement partner review of all work papers to ensure compliance with technical standards
- Technical review of all work papers
- Performing any final analytical procedures
- A client conference to review financial statements, the auditor's opinion and preliminary management letter comments
- Obtaining written representations from management

Weaver will create and maintain all necessary information and documentation, including accounting records related to services and payment for at least three (3) years after the engagement, or until any audit of records or litigation concerning any services has been satisfactorily resolved, whichever occurs later. We will also make available to any authorized representatives and their entities necessary, relevant information.

Phase 5: Reporting

Throughout the audit, if we become aware of irregularities or illegal acts, we will make an immediate, written report of those acts to the appropriate County management.

After our internal reviews have confirmed that the audit is accurate and complete, you have reviewed the draft reports, and we have incorporated your management responses and related information, Weaver will issue the final audit documents:

- A report on the fair presentation of the financial statements in conformity with GAAP
- A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk
- A report on compliance with applicable laws and regulations, including those related to major and non-major federal and state financial assistance programs
- A management letter, if applicable
- A report to the Williamson County Commissioners Court
- Any additional Special Project audit reports such as the TJJD, Community Corrections Department and specific road district reports

Our final reports on compliance and internal controls will detail any "significant deficiencies" in internal control (as defined by GAGAS) found during the audit. Significant deficiencies that are

also material weaknesses will be identified as such in the report. Lesser deficiencies will be reported in a separate letter to management.

Weaver will present our findings to the parties designated by the County. At that time, we will explain our findings, present practical recommendations for improvement (if needed), and answer your questions. After the end of the engagement, your engagement partner and manager will remain accessible to answer your questions and help you prepare for the next audit. The engagement partner and audit manager will also bring these reports to meetings as requested, including the audit committee and Commissioners Court. This provides your leaders with the opportunity to ask questions directly and enables us to explain our recommendations and any unusual findings.

Weaver's Audit Insights are designed to convey the most essential results of the audits to the County and stakeholders clearly, without excessive accounting jargon. It also presents information on financial trends over time, strengths and opportunities and looming changes.



We will ensure the audit committee and Commissioners Court is informed of the following information, as well as any other items required by audit standards:

- The auditor's responsibility under generally accepted auditing standards and government auditing standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Auditor's judgments about accounting principles

Level of Assistance of County Staff

Our objective is to allocate only those tasks to you that will result in the greatest cost-efficiency overall. Whenever possible, we attempt to minimize the audit's impact on your staff by using the information your management already prepares and uses regularly. Weaver can accept electronic data from virtually every accounting system on the market, which reduces the time required by your personnel to send us necessary information. We will check-in with our key County contact for the audit on a daily basis while in the field, and will work with that person to best address the requests we have, while setting a realistic time-line for each deliverable that meets both our and the County's personnel schedules. We will work with the County as best we can to

prioritize requests and schedule meetings that allow everyone involved to still meet their day-to-day duties in addition to making time for completion of the audit.

Anticipated Potential Audit Problems

Given our prior understanding of your systems, reporting requirements, staff and goals, Weaver does not anticipate any audit problems.

We work to preemptively identify potential sources of delay through a comprehensive planning process, including an initial meeting with management to:

- Prepare a comprehensive document itemizing significant timelines and milestones
- Delineate responsibilities
- Prepare the PBC list

With early planning and partner involvement from the start, we have found that we can plan preventive measures and plan potential workarounds if necessary before work even begins.



Throughout the audit — and throughout our entire relationship with you — Weaver will remain in close communication with your management team. Our philosophy will continue to be a "no-surprises" audit. Therefore, whenever there is a question or a potential issue, we will immediately bring it to your attention, seek your confirmation of the data and ask about any relevant circumstances.

We also communicate frequently so that any unexpected issues or delays that arise during the course of the engagement, are addressed immediately. Our integrated firm organization also enables partners to draw staff from other offices when needed to keep audits on schedule or address difficult technical challenges.

BEYOND THE AUDIT

What makes Weaver different? We strive to provide ongoing value beyond mere "check the box" compliance, including:

- A knowledgeable engagement team that can alert you to pending changes and coach you through them
- Professionals at every level who understand government auditing standards and the special requirements of counties
- Year-round access to consultation and advice from well-informed industry leaders
- Free admission to Weaver's annual day of continuing professional education designed specifically for our public-sector clients

Additional Data and Other Information

Industry Training

Serving government organizations requires specialized knowledge, and Weaver works to ensure that our government-focused audit and advisory professionals are always at the forefront of industry best practices. Our partners and professionals are knowledgeable about the latest rules, regulations, technical developments and industry trends affecting government entities. This means you will be served by a highly experienced team of CPAs who have dedicated their careers to serving entities with auditing, accounting and operational situations similar to yours.

With their years of experience serving government entities and involvement in standard setting bodies, these professionals will work with your engagement team to make sure you have access to industry insights, often even alerting you before major changes happen, and using this head start to efficiently and accurately coach you through potential issues.

Specific memberships and positions held by firm leaders include:

- Member, AICPA State & Local Government Expert Panel
- Member, Government Finance Officers Association (GFOA)
- Member, Special Review Committee, GFOA
- Member, Financial Reporting and Regulatory Response Committee, GFOA of Texas
- Member, Professional Standards Committee Government Subgroup, TSCPA
- Member, Texas Society of Public Accountants (TXCPA) and its Dallas chapter
- Member, AICPA Government Audit Quality Center (GAQC)
- Former Member, Technical Issues Committee to AICPA as a liaison to the Government Accounting Standards Board

Training for Your Staff

Weaver provides an annual complimentary government CPE-accredited event for our government clients. The daylong event includes breakout sessions so you can customize your CPE day to your most critical needs. We are also available to provide updates and other CPE-accredited training to your staff upon request. In addition, we routinely conduct free webinars (typically occurring over the lunch hour) which offer a way for you to remain plugged in to the industry updates and trends, without leaving your office.

Concluding Remarks

After having the privilege of working with the County for several years, we at Weaver are excited not only to continue the relationship, but to strengthen it as we carry on working to provide you with the best possible audit experience.



With deep local ties, we're always there when you need us.

With locations close to your offices, we'll never manage from some far-off corporate center. Your local engagement partner and a deep pool of nearby professionals will provide you with a highly responsive, agile team that's there when and where you need them, without ballooning travel costs. But our commitment doesn't stop there. We'll also remain available to you, at no additional cost, throughout the year to answer routine questions and help you stay ahead of the curve for the next audit season. The full breadth of our resources is literally just a phone call away.



We have the right blend of experience.

Information without insight provides limited value. That's why we've selected a team of highly experienced professionals whom the County has come to trust as professional and knowledgeable. These leaders have also proven to be flexible and communicative, and they will participate in your audit from planning through the final report. They will work diligently to ensure the highest quality results and relevant, practical recommendations tailored to your specific needs and goals, resulting in high-quality results.



We balance quality and value.

Our commitment to quality is paralleled only by our commitment to cost-effective delivery of services. Our function-specific staffing approach means we staff the right resources at the right times during your audit. This means you have access to staff at all levels of the organization, without paying for resources you don't need. Not only does this approach help us deliver the audit on-time and on-budget, it also means you always get the best person for each task.



We look at the big picture.

Every change can have an impact, so we take the time to understand the big picture, including your long-term goals and strategies. We do more than just plan and deliver an on-time audit – we help you build the foundation for long-term improvement and strategic transformation of financial operations to support growth and change over time.

Cost Proposal

Weaver has long been known for its attention to controlling costs and providing outstanding value, offering the capabilities of a much larger firm without the expense. Our market presence, along with a dedicated group of industry-focused professionals, allows our firm to price our work very competitively. However, if you need more detail or have any questions on the estimated fees below, we will be happy to discuss with you, as we don't want fees to be a barrier to us being your service provider.

(Hours detailed on the following page.)

SERVICE	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Option A Audit of the financial statements for Williamson County for the fiscal year ended September 30. Weaver prepares CAFR.	$78,700	$81,000	$83,000	$85,000	$86,500
Option B Audit of the financial statements for Williamson County for the fiscal year ended September 30. County prepares CAFR; Weaver provides two detailed reviews of CAFR report draft.	$73,700	$76,000	$78,000	$80,000	$81,500
Ongoing Accounting Research and Compliance Services	included	included	included	included	included
Special Projects: Audit of the Juvenile Services Grants	$6,800	$6,800	$6,800	$7,000	$7,500
Audit of the Community Corrections Department	$8,000	$8,000	$8,000	$8,500	$9,000
Audit of the Avery Ranch Road District #1	$6,800	$6,800	$6,800	$7,000	$7,500
Audit of the Pearson Place Road District	$5,500	$5,500	$5,500	$5,700	$6,000
Audit of the Northwoods Road District	$5,500	$5,500	$5,500	$5,700	$6,000
Audit of Road District #4	$5,500	$5,500	$5,500	$5,700	$6,000

Administrative Costs

The fees quoted are all-inclusive; we do not charge for out-of-pocket expenses such as printing, report production and similar administrative costs. Routine meetings and accounting advice in the ordinary course of business are also considered part of our role as your professional services provider and are not charged as a separate fee.

Estimates of Hours and FY 2020 Rates

Financial Audit, Option A (with CAFR Preparation)

Title	Rate	Planning	Interim Fieldwork	Final Fieldwork	Review and Reporting	Total
Partner	$300	2	8	16	8	**34**
Technical Review Partner	$300	0	2	4	4	**10**
Manager	$180	10	10	24	16	**60**
Senior Associate	$158	18	30	140	20	**208**
Associates	$130	0	40	120	8	**168**
TOTAL		**30**	**90**	**304**	**56**	**480**

Juvenile Service Grants

Title	Rate	Planning	Interim Fieldwork	Final Fieldwork	Review and Reporting	Total
Partner	$300	0	0	1	1	**2**
Technical Review Partner	$300	0	0	0	0	**0**
Manager	$180	0	0	4	2	**6**
Senior Associate	$158	0	0	8	4	**12**
Associates	$130	0	0	16	8	**24**
TOTAL		**0**	**0**	**29**	**15**	**44**

Community Corrections Department

Title	Rate	Planning	Interim Fieldwork	Final Fieldwork	Review and Reporting	Total
Partner	$300	0	0	1	3	**4**
Technical Review Partner	$300	0	0	0	0	**0**
Manager	$180	0	0	4	4	**8**
Senior Associate	$158	0	0	8	6	**14**
Associates	$130	0	0	16	8	**24**
TOTAL		**0**	**0**	**29**	**21**	**50**

Road District Audits (each)

Title	Rate	Planning	Interim Fieldwork	Final Fieldwork	Review and Reporting	Total
Partner	$300	0	0	1	1	**2**
Technical Review Partner	$300	0	0	0	0	**0**
Manager	$180	0	0	4	2	**6**
Senior Associate	$158	0	0	8	4	**12**
Associates	$130	0	0	16	8	**24**
TOTAL		**0**	**0**	**29**	**15**	**44**

Conflict of Interest Form

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Weaver and Tidwell, L.L.P.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Rebecca Goldstein

Signature of vendor doing business with the governmental entity

4/20/2020

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	4001	**Department:**	COUNTY AUDITOR
Vendor Name:	WEAVER AND TIDWELL LLP		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 AUDIT AND ACCOUNTING SERVICES			
Type of Contract:	RFP	**Start Date:**	07/01/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	06/30/2024
Department Contact:	JULIE KILEY		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of two one (1) year renewal option period:**

Renewal Option Period 1	July 01, 2023 – June 30, 2024
Initial Contract Period	July 01, 2020 – June 30, 2023

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Weaver and Tidwell, L.L.P.

Name Rebecca Goldstein, CPA

Title Partner

Signature Rebecca Goldstein

Date 05/30/2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

Cost Proposal

Weaver has long been known for its attention to controlling costs and providing outstanding value, offering the capabilities of a much larger firm without the expense. Our market presence, along with a dedicated group of industry-focused professionals, allows our firm to price our work very competitively. However, if you need more detail or have any questions on the estimated fees below, we will be happy to discuss with you, as we don't want fees to be a barrier to us being your service provider.

(Hours detailed on the following page.)

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Ongoing Accounting Research and Compliance Services	included	included	included	included	included
Special Projects: Audit of the Juvenile Services Grants	$6,800	$6,800	$6,800	$7,000	$7,500
Audit of the Community Corrections Department	$8,000	$8,000	$8,000	$8,500	$9,000
Audit of the Avery Ranch Road District #1	$6,800	$6,800	$6,800	$7,000	$7,500
Audit of the Pearson Place Road District	$5,500	$5,500	$5,500	$5,700	$6,000
Audit of the Northwoods Road District	$5,500	$5,500	$5,500	$5,700	$6,000
Audit of Road District #4	$5,500	$5,500	$5,500	$5,700	$6,000

Administrative Costs

The fees quoted are all-inclusive; we do not charge for out-of-pocket expenses such as printing, report production and similar administrative costs. Routine meetings and accounting advice in the ordinary course of business are also considered part of our role as your professional services provider and are not charged as a separate fee.

Estimates of Hours and FY 2020 Rates

Financial Audit, Option A (with CAFR Preparation)

Title	Rate	Planning	Interim Fieldwork	Final Fieldwork	Review and Reporting	Total
Partner	$300	2	8	16	8	**34**
Technical Review Partner	$300	0	2	4	4	**10**
Manager	$180	10	10	24	16	**60**
Senior Associate	$158	18	30	140	20	**208**
Associates	$130	0	40	120	8	**168**
TOTAL		**30**	**90**	**304**	**56**	**480**

Juvenile Service Grants

Title	Rate	Planning	Interim Fieldwork	Final Fieldwork	Review and Reporting	Total
Partner	$300	0	0	1	1	**2**
Technical Review Partner	$300	0	0	0	0	**0**
Manager	$180	0	0	4	2	**6**
Senior Associate	$158	0	0	8	4	**12**
Associates	$130	0	0	16	8	**24**
TOTAL		**0**	**0**	**29**	**15**	**44**

Community Corrections Department

Title	Rate	Planning	Interim Fieldwork	Final Fieldwork	Review and Reporting	Total
Partner	$300	0	0	1	3	**4**
Technical Review Partner	$300	0	0	0	0	**0**
Manager	$180	0	0	4	4	**8**
Senior Associate	$158	0	0	8	6	**14**
Associates	$130	0	0	16	8	**24**
TOTAL		**0**	**0**	**29**	**21**	**50**

Road District Audits (each)

Title	Rate	Planning	Interim Fieldwork	Final Fieldwork	Review and Reporting	Total
Partner	$300	0	0	1	1	**2**
Technical Review Partner	$300	0	0	0	0	**0**
Manager	$180	0	0	4	2	**6**
Senior Associate	$158	0	0	8	4	**12**
Associates	$130	0	0	16	8	**24**
TOTAL		**0**	**0**	**29**	**15**	**44**

Commissioners Court - Regular Session **24.**

Meeting Date: 06/27/2023

Tax Collection Agreement

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Rancho Del Cielo Municipal Utility District requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Collection Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/12/2023 03:51 PM
Form Started By: Mary Greenway		Started On: 06/12/2023 02:52 PM
Final Approval Date: 06/12/2023		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS the Rancho Del Cielo Municipal Utility District and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Rancho Del Cielo Municipal Utility District, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 2023.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson

Larry Gaddes, Tax Assessor/Collector,
County of Williamson

Meredith Kizewski, President
Rancho Del Cielo Municipal Utility District

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Rancho Del Cielo Municipal Utility District desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Rancho Del Cielo Municipal Utility District finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Rancho Del Cielo Municipal Utility District THAT:

The President of Rancho Del Cielo Municipal Utility District is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 18th day of May, 2023.

Meredith Kizewski, President
Rancho Del Cielo Municipal Utility District

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Rancho Del Cielo Municipal Utility District for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Rancho Del Cielo Municipal Utility District in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the ____ day of _____, 2023.

_____

Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session **25.**

Meeting Date: 06/27/2023

Approval of Addendum to Master Maintenance Agreement for Equipment Service from Opex Corporation for the Tax Office

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Addendum to the Master Maintenance Agreement (MMA) between Opex Corporation and Williamson County, (previously approved on 3.22.2022 under agenda item #21, Request for Quote #21RFQ61), for the amount of $24,645.00 and authorize the execution of the Addendum.

Background

The approval of this Addendum will benefit the Williamson County Tax Office with service and maintenance on previously purchased machines and software. The attached addendum should have been supplied by the vendor, Opex, last October when the amount of $11,845.00 was due for service and maintenance for FY23. The remaining dollar amount of $12,800.00 is not due until 10/1/2024 for FY24. Tax Office issued 21 RFQ61 in 2022, a request for quotes, in Bonfire and received three submissions. Of those three submissions, the Opex's solution provides the best value to the Tax Office. The Opex Falcon machine and RT Lawarence software is a rapid processing system that electronically scans remittance coupons and payment checks to create Check21 files for electronic bank deposit and payment files that are imported in mass to update accounts. The Opex Omation enveloper opens incoming mail as well as the overnight envelopes. Legal and Contract Audit have reviewed this Addendum. Funding Source is 01.0100.0499.004500. Department point of contact is Mary Greenway.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Opex Addendum and Master Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 11:30 AM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 11:45 AM
Form Started By: mary.watson		Started On: 06/07/2023 09:52 AM
Final Approval Date: 06/21/2023		

ADDENDUM TO
MASTER MAINTENANCE AGREEMENT
(OPEX CORPORATION)

Important Notice: County Purchase Orders and Agreements 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 ADDENDUM (hereinafter "Addendum") 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 **OPEX Corporation** (hereinafter "Vendor"), both of which are referred to herein as the "parties." Subject to the changes herein, the parties have accepted Vendor's Master Maintenance Agreement ("Agreement"), attached hereto as **Exhibit "A.1,"** and the following changes shall be incorporated as if part of the Agreement.

I.

Services: The Vendor shall provide services, as more fully described in **Exhibit "A.1"** *as an independent contractor*. Should the County choose to add services in addition to those described in **Exhibit "A.1,"** such services shall be described in a separate written amendment to this Agreement 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. Vendor 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 Agreement has been signed by both parties.

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2024, unless terminated earlier pursuant to this Agreement. This Agreement shall not automatically renew but may be subsequently renewed in writing upon mutual agreement of the parties.

III.

Consideration and Compensation: Vendor will be compensated based on a fixed sum for the Services described in **Exhibit "A.1."** The amount of compensation paid to Vendor for the Services shall be capped and paid in the amount not to exceed Twenty-Four Thousand Six Hundred and Forty-Five Dollars ($24,645.00), unless amended by a change order and approved by Williamson County Commissioners Court.

Payment for 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 Agreement; (2) the date the performance of the service under the Agreement 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. For avoidance of confusion, this Section III controls in the event there is a conflict between this Section III and Section 3.7 Invoicing of Exhibit A.1 attached hereto.

The County is a political subdivision under the laws of the State of Texas and claims exemption for sale and use taxes. The County agree to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any services rendered.

IV.

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

V.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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' SOLE NEGLIGENT ACTS, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, 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. VENDOR 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. THE COUNTY AND VENDOR AGREE THAT VENDOR'S INDEMNITY OBLIGATION AND LIABILITY FOR DAMAGES HEREUNDER WILL BE REDUCED TO THE EXTENT BY WHICH ANY CLAIM, LIABILITY, LOSS DAMAGES, OR EXPENSE RESULTS FROM THE NEGLIGENCE OR MISCONDUCT OF ANY INDEMNIFIED PARTY, OR THE EMPLOYEES, SERVANTS, OFFICIALS AGENTS OR SUBCONTRACTORS OR ANOTHER PARTY, CLIENT OR CONTRACTOR OR NON-PARTIES TO THIS CONTRACT (OTHER THAN VENDOR'S SERVANT OR

EMPLOYEES). NOTWITHSTANDING THE FOREGOING, VENDOR'S OBLIGATIONS AND LIABILITIES SET FOR IN THE SECTION V SHALL NOT APPLY TO LIABILITY OR DAMAGES RESULTING FROM THE INDEMNIFIED PARTY'S SOLE NEGLIGENT ACTS, GLOSS NEGLIGENCE, OR WILLFUL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION V SHALL BE SUBJECT IN ACCORDANCE TO THE TERMS AND CONDITIONS SET FORTH IN PARAGRAPH 7.2, GENERAL LIMITATIONS, OF EXHIBIT A.1 ATTACHED HERETO.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR 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 VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE COUNTY AND VENDOR AGREE THAT VENDOR'S INDEMNITY OBLIGATION AND LIABILITY FOR DAMAGES HEREUNDER WILL BE REDUCED TO THE EXTENT BY WHICH ANY CLAIM, LIABILITY, LOSS, DAMAGE, OR EXPENSE RESULTS FROM THE NEGLIGENCE OR MISCONDUCT OR ANY INDEMNIFIED PARTY, OR THE EMPLOYEES, SERVANTS, OFFICIALS AGENTS OR SUBCONTRACTORS OR ANOTHER PARTY, CLIENT OR CONTRACTOR OR NON-PARTIES TO THIS CONTRACT. NOTWITHSTANDING THE FORGOING, VENDOR'S OBLIGATIONS AND LIABILITIES SET FORTH IN SECTION V SHALL NOT APPLY TO LIABILITY OR DAMAGES RESULTING FROM THE INDEMNIFIED PARTY'S SOLE NEGLIGENCE ACTS, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION SHALL BE SUBJECT AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN PARAGRAPH 7.2, GENERALS LIMITATIONS, OF EXHIBIT A.1 ATTACHED HERETO.

VI.

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

The parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Vendor for any reason are hereby deleted.

VII.

Compliance With All Laws: Vendor 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 Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

Cancellation and Termination: The Vendor must notify the County in the event the

Vendor is unable to perform the scheduled Services. Except as otherwise provided herein, this

Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event that the County or Vendor terminates this Agreement pursuant to this Section IX, the County shall compensate the Vendor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination.

IX.

Intentionally Omitted:

X.

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

XI.

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

XII.

Intentionally Omitted:

XIII.

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

XIV.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Agreement.

XV.

Foreign Terrorist Organizations: To the best Vendor's knowledge, Vendor 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.

XVI.

Confidentiality: Vendor 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. For the avoidance of doubt, this section XVI shall be subject to the terms and conditions set forth in paragraph 4.3 of Exhibit A.1 attached hereto.

XVII.

Public Information: Vendor 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 Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Vendor 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.

XVIII.

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

XIX.

Intentionally Omitted:

XX.

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

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

WILLIAMSON COUNTY:

_____
Judge Bill Gravell, Jr.
County Judge

Date: _____ ___, 20____

SERVICE PROVIDER:

OPEX Corporation
Name of Vendor

Authorized Signature

Dena Gable
Printed Name

Date: June 15, 2013

EXHIBIT A.1

MASTER MAINTENANCE AGREEMENT

MASTER MAINTENANCE AGREEMENT ("Agreement")
By and between OPEX CORPORATION ("Vendor") and
Williamson County Tax("Customer")

10/1/2022 ("Effective Date")

1. BASIC TERMS.

1.1 *Equipment Covered.* The machines specifically identified by serial number on Exhibit "A" shall be covered by this Agreement (collectively "Equipment"). Vendor shall furnish "Maintenance Service" (as defined in Paragraph 2.1 below) on Equipment at Customer's various Equipment "Sites" (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit "A" from time to time. All Maintenance Service shall be provided in consideration for the payment of Vendor's maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit "B."

1.1.1 *Equipment Software License Terms.* The Software license terms are provided in Exhibit "C" to this Agreement.

1.2 *Effective Date; Renewals.* Maintenance Service shall begin on the Effective Date listed above and shall continue for one year ("Initial Term"). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties ("Renewal Term"). Payment by Customer of Vendor's invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendors then current pricing.

1.3 ***Equipment Not Previously Covered.*** Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the "Published Specifications (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer's expense, subject to Vendor's then current rates, as a condition of adding the machine to Exhibit "A."

1.4 *Routine Cleaning.* The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

2. MAINTENANCE SERVICE.

2.1 *Maintenance Service, Generally.* Maintenance Service is defined as all labor and replacement parts necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor's Published Specifications, in order to maintain the Equipment in good operating condition ("Maintenance Service").

2.2 *Definition of Customer's Equipment Site(s).* "Site" is defined as the one (1) floor within Customer's premises specified in Exhibit "A." Equipment moved to a different Site is subject to the limitations described in Paragraph 7.1(1) below.

2.3 ***Service Calls***. Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor's Published Specifications ("PM's"). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair Equipment that is malfunctioning or not operating in accordance with the Published Specifications ("Demand Calls"). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.) The minimum number of PM's and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.

Machine Type	Models 72;51;60; 50	AS180	AS3600; AS3690; AS7200i; Falcon; Falcon +; FalconV; FalconV +	Eagle; System 150; IEM; MPE 5.0/ 7.5	MPS 30; 40	Omation	DS1225/ DS2200	Mail Matrix
Demand	unltd	unltd	unlld	unltd	unltd	unltd	unltd	Unltd
Preventive Maintenance	12	12	6	12	12	**4**	**4**	2

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

2.4 ***Field Service Reports.*** Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (i) date and time of arrival; (ii) specific identification of Equipment serviced; (iii) time of Maintenance Service; **(iv)** description of the malfunction (if any); and (v) list of parts replaced.

2.5 ***Response Times.*** For Eagle, System 150, IEM, MPS 30/40, Mail Matrix, and MPE 5.0/7.5 Equipment (collectively "Capital Equipment"), Vendor shall exert all reasonable efforts to respond to Demand Calls within two (2) hours after such call is received by Vendor, during the designated "Coverage Hours" (as defined in Paragraph 3.3below). For all other Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours.

2.6 ***On-Site Coverage.*** For a Site with Eagle or System 150 and IEM Equipment, Maintenance Service may be provided on an "On-Site" basis, defined as Maintenance Service provided by a service technician physically located at, and solely dedicated to, the Site. On-Site coverage availability will be determined at the sole discretion of Vendor, and shall be subject to Vendor's then current rates.

2.7 ***Parts.*** Only new standard parts or factory certified parts shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

2.8 Restricted Access to Equipment by Vendor. For the avoidance of confusion, all the Equipment will be installed physically at a Site designated by Customer and the Equipment will be used and/or operated exclusively by Customer. As such, the process of accessing and operating the Equipment installed at the Site is determined, controlled and/or managed exclusively by Customer. Furthermore, the process of how the data is transferred once Customer scans its mail and/or its documents using the Equipment is exclusively determined, controlled and/or managed by Customer. Furthermore, Vendor does not remotely and/or physically access, process, transport, transmit, log, gather, archive, receive, exchange, create, and/or store any confidential data that is scanned on the Equipment by Customer. Moreover, and notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to retention, protection, destruction, and access that is scanned on the Equipment by Customer and its personnel.

3. GENERAL TERMS.

3.1 ***Standard Maintenance Charge.*** Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 3 below ("Standard Maintenance Charge").

3.2 ***Equipment Usage Charge.*** Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments; and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

Equipment	Envelopes per quarter
Eagle	6,500,000
System 150	4,550,000
IEM	4,550,000
MPS 30	11,375,000
MPS40	16,380,000
MPE5.0	1,820,000
MPE 7.5	2,275,000
AS180/DS1225/DS2200	NIA*
AS3600/AS3690/AS7200	N/A*
Falcon/Falcon +/FalconV/FalconV +	N/A*
Models 50/51/60/72	N/A*
Mail Matrix	N/A*
Omation Equipment	NIA*

*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

3.3 ***Maintenance Service Coverage Hours, Generally.*** All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

3.3.1 ***Coverage Hours for a Site with an Eagle or System 150.*** For a Site with an Eagle or System 150, Coverage Hours shall be one (1) consecutive five (5) day per week period, eight (8) consecutive hours per day, excluding "Vendor Holidays• (as defined in Paragraph 3.5 below). Customer shall designate the Coverage Hours, which shall be the same each day, and for all Equipment located at the particular Site. Upon thirty (30) days written notice, Customer may shift the eight (8) consecutive Coverage Hours.

3.3.2 ***Coverage Hours for a Site without an Eagle or System 150.*** For a Site without an Eagle or System 150, Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

3.4 ***Altering Coverage Hours.*** Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event. may the Coverage Hours be decreased to less than forty (40) hours per week.

3.4.1 ***Increasing Coverage Hours.*** Upon thirty (30) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments.

3.4.2 ***Decreasing Coverage Hours.*** Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

3.4.3 ***Shifting Coverage Hours.*** Upon thirty (30) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.4.4

3.5 ***Vendor Holidays.*** Vendor observes the following holidays ("Vendor Holiday(s)"): New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates. When one of the above designated Vendor holidays is on a Saturday or Sunday, the Vendor Holiday will be observed on the date observed by the federal government and/or by Vendor. Vendor reserves the right to modify the holiday list upon providing at least ninety (90) calendar days' advance written notice to Customer.

3.6 "Weekend" *Coverage.* Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on the two days per week not covered pursuant to either Paragraph 3.3.1 or Paragraph 3.3.2 above, whichever is applicable ("Weekend Coverage"). Weekend coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.7 *Invoicing.* Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (eg machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.

4.1 *Technology.* Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to *any* third party.

4.2 *Diagnostics.* In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

4.3 *Confidential Information.* During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other party, which are of a confidential and/or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the receiving party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

5. WARRANTY; WARRANTY LIMITATIONS.

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

6. INFRINGEMENT AND GENERAL INDEMNIFICATION.

6.1 *Patent, Copyright and Trademark Infringement Indemnification.* Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 ***Infringement Defense.*** In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

6.1.2. ***Infringement Indemnification Limitations.*** Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

6.2 ***General Indemnity.*** Each party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real and/or tangible property damage, arising out of acts or omission to act under this Agreement.

6.3 ***Defense of Claim.*** In the event of any such claim set forth in Paragraph 6.2above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 ***Maintenance Service Limitations.*** Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration prior to suspending Maintenance Service. Furthermore, Vendor shall have no implied or expressed obligation hereunder to diagnose, troubleshoot, maintain and/or repair Customer's environmental systems (e.g., HVAC), computer networks, computer systems, computer servers or other networks, or items external to the Equipment or not delivered by Vendor. Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

(a) fails to provide Vendor with safe and sufficient access to the Equipment, subject to Customer's reasonable site security policies and procedures;

(b) stores, handles, operates, alters or modifies the Equipment in a negligent manner, otherwise damages the Equipment, or uses the Equipment for purposes other than those set forth in Published Specifications;

(c) fails continuously or repeatedly to provide routine cleaning after being provided notice by Vendor pursuant to Section 1.4 above;

(d) fails continuously or repeatedly to provide a suitable environment with regard to facilities (including without limitation HVAC system, humidity, and/or power) as prescribed in the Published Specifications;

(e) uses or operates the Equipment beyond its intended design parameters;

(f) damages the Equipment through its use in conjunction with machinery, software, or third-party supplies not covered by this Agreement;

(g) performs maintenance or repairs on the Equipment not authorized in writing by Vendor, or allows a third party not authorized in writing by Vendor to perform the same;

(h) alters or modifies in any way the Equipment safety mechanisms;

(i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications;

(j) fails to install or allow installation of any Updates (as defined in Exhibit "C" Section 7) that are required in order to allow the Equipment to perform in accordance with the Published Specifications;

(k) fails to use follow routine cleaning instructions and/or prohibitions (i.e., use of flammable gases, compressed or canned air) in the process of performing the routine cleaning of the Equipment or if the Equipment is damaged due to fire, water, electrical power loss or disruption, or other external causes or other similar causes; or

(l) relocates Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

Any period of suspension or termination referenced shall not relieve Customer of its obligation to make timely payment for the Maintenance Service and/or Software License fees that accrued up to the effective date of termination.

7.2 ***General Limitations.*** In no event shall either party be liable to the other, whether in an action in negligence, contract or tort or based on a warranty or otherwise, for loss of profits, revenue, or loss *or* inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Paragraph 4.3; or (ii) instances of either party's gross negligence or willful misconduct; each party's liability for damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service. Or (iii) instances of personal injury to or the death of persons or damage to tangible property resulting from, or connected with, the performance of the Agreement and to the extent caused by the negligence, and/or willful misconduct or failure to comply with terms or conditions of this Agreement by Vendor and its employees (and in which event Vendor shall be responsible for such claim under this Paragraph 7.2(iii) in an amount not to exceed $300,000.00), each party's liability for damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service. Additionally, Vendor and Customer agree that Vendor's indemnity obligation hereunder will be reduced to the extent by which any claim, liability, loss, damage, or expense results from the negligence or misconduct of any employee, servant, officials, client and/or agent of Customer, or the employees, servants, officials agents or subcontractors of another party, client and/or contractor or non-parties to this Agreement (other than Vendor's servants or employees).

8. GENERAL PROVISIONS.

8.1 ***Governing Law.*** This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

8.2 ***Fees Due For Breach.*** In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

8.3 ***Assignment.*** Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

8.4 ***Rights Cumulative; Non-Waiver.*** All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 ***Severability.*** In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.6 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

8. 7. Nondiscrimination Clause. Vendor is an equal employment opportunity employer and is a federal contractor. Consequently, Vendor and Customer (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

8.8 *Order of Precedence.* Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement and Exhibit C; (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

8.9 *Entire Agreement.* This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor")	**Williamson County Tax ("Customer")**
By: Deena Noonan	By:
Printed Name: Deena Noonan	Printed Name:
Title: Counsel, Corporate & Legal Affairs	Title:
Date: June 15, 2023	Date:

EXHIBIT "A" EQUIPMENT SCHEDULE

1) Customer's Name: Williamson County Tax

2) The Equipment covered by this Agreement is located at the following Site(s):

Williamson County Tax
904 South Main Street
Georgetown, TX 78626

3) The Equipment covered by this Agreement includes the machines described below:

(a) Machine Description: Falcon V+
Serial Number(s): FVP05128

(b) Machine Description: Omation
Serial Number(s): ZA02151

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor")	**Williamson County Tax ("Customer")**
By: [signature]	By: _____
Printed Name: Deena Noonan	Printed Name: _____
Title: Counsel, Corporate & Legal Affairs	Title: _____
Date: June 15, 2023	Date: _____

EXHIBIT "8" SERVICE PRICING

Pricing for the Initial and Renewal Terms of the Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per site.

Initial Term: October 1, 2022 - September 30, 2023

EQUIPMENT	S/N	Qty	UOM	EACH	TOTAL
ALFFALCONV+MICR+	FVP05128	1	Each	$ 840.00	$840.00
FALCON V+"8494512	FVP05128	1	Each	$ 8,235.00	$8,235.00
FALCON V+IADJ HEIGHT T STANO	FVP05128	1	Each	$ 640.00	$640.00
OM206*68037	ZA02151	1	Each	$ 2,130.00	$2,130.00
Contract Total (Pre-Tax}					$11,845.00

Renewal Term: October 1, 2023-September 30, 2024

EQUIPMENT	S/N	Qty	UOM	EACH	TOTAL
ALFFALCONV+MICR+	FVP05128	1	Each	$ 910.00	$910.00
FALCON V+*8494512	FVP05128	1	Each	$ 8,895.00	$8,895.00
FALCON V+IADJ HEIGHT T STAND	FVP05128	1	Each	$ 695.00	$695.00
OM206*68037	ZA02151	1	Each	$ 2,300.00	$2,300.00
Contract Total (Pre-Tax)					$12,800.00

OPEX will invoice for maintenance during each additional year at the then current year's published rates. Upon conclusion of the Renewal (ending on September 30, 2024), the pricing schedule then in effect will apply. Terms of payment are net thirty (30) days from the date of invoice, and all prices quoted are pre-tax.

EXHIBIT "C" SOFTWARE USE LICENSE TERMS FOR THE EQUIPMENT

The following are the software license terms and conditions ("License") under which Vendor agrees to grant Customer use of all software programs ("Software") installed in or operational with the Equipment as identified in the applicable Exhibit "A" to this Agreement:

1. LICENSE

1.1 *License Grant.* In consideration for timely annual payment of Vendor's Software licensing fees as identified in the applicable invoice(s), Vendor grants Customer a personal, non-transferable, and non-exclusive right to use the Software. The Software may be used only in connection with the Equipment specified in Exhibit A and/or the applicable invoice(s) for this Agreement.

1.2 *License Term; Payment.* The initial Software license term for the Software provided herein ("Initial Term") is defined as twelve (12) consecutive months after termination of the Equipment warranty period. As such, the Software license fees for the Initial Term are listed in Exhibit B above. Thereafter, the Software license will automatically renew for successive one (1) year terms on the anniversary of the date the License Initial Term began (each a 'Renewal Term"). The rates for each Renewal Term shall be based on Vendor's then current published annual rates. Vendor shall invoice Customer annually in advance for the Software licensing fees. Terms of payment shall be based on the terms set forth in Paragraph 3.7 above titled "Invoicing" in the main body of this Agreement.

2. SOFTWARE OWNERSHIP

All Software (except Software that Vendor licenses from a third party) is a proprietary product of Vendor and is protected by copyright laws and international treaties. Vendor retains all right, title, and interest in the Software, and all copies of the Software, regardless of the media or form on or in which the Software or other copies may exist, including copies which are made in violation of the terms of this License. Nothing contained herein shall constitute a sale by Vendor of any rights in the Software.

3. CUSTOMER OWNERSHIP

Customer owns the media onto which the licensed Software is downloaded, but not the Software. This License is not a sale of the original Software or of any copy thereof.

4. RESTRICTIONS ON USE

Customer may not:

(a)transfer the Software to multiple pieces of Equipment or third-party machinery;
(b)distribute copies of the Software or accompanying materials to others;
(c) copy, modify, adapt, translate, reverse-engineer, decompile, disassemble, or create derivative software based on the Software; or
(d) copy, modify, adapt, translate, or create derivative documentation based on the Vendor's written materials.

5. RESTRICTIONS ON ASSIGNMENT OR TRANSFER

Customer shall not assign, rent, lease, sell, sublicense, pledge, encumber or otherwise transfer the Software to another party without the prior written consent of the Vendor, which shall not be unreasonably withheld or delayed. However, Customer shall be able to transfer its right of use of the Software to an "Affiliate," defined as an entity that controls, is controlled by, or is under common control with, Customer and is subject to obtaining Vendor's prior written consent which shall not be unreasonably withheld or delayed.

6. TERMINATION

This License is effective until terminated and will automatically terminate if Customer fails to comply with any terms of this License, including without limitation, continued timely payment of Vendor's annual Software licensing fees. Upon termination, Customer shall immediately return all Software, all copies thereof, and all printed and written materials to the Vendor at Customer's expense.

7. SOFTWARE UPDATES

The Software is subject to change without notice to Customer. "Updates" shall mean updates (excluding Upgrades as defined below) for the Software that Vendor shall provide to Customer at no additional charge when Updates are directly made available by Vendor to Vendor's other similarly situated customers at no additional charge. "Upgrades" shall mean any enhancements, new version of the Software or newer version of the Software (containing a more fully featured version of Software currently licensed to Customer) that Vendor makes generally available to Customer and other similarly situated customers at a cost. Updates of the Software may be created or issued by the Vendor from time to time. At its sole option, Vendor may make such Updates available to Customer. If Vendor makes any Upgrades of the Software commercially available to similarly situated customers then Customer shall, at its sole discretion, purchase such Upgrade, in accordance with Vendor's then current rates.

8. SPECIAL FUNCTION SOFTWARE

Upon request by Customer, and at Vendor's sole discretion, Vendor may provide additional software services to modify the then existing functionality or to add additional functionality not contained in the Software ("Special Function Software"). Special Function Software shall be provided at an additional cost mutually agreed upon prior to Vendor's commencement of any additional software services.

9. LIMITED WARRANTY

For a period of thirty (30) calendar days following the delivery of the Equipment, all Software supplied pursuant to this License shall substantially conform to Vendor's written specifications. In the event that the Software does not so conform, Vendor will provide Customer programming services as may be required to correct documented program errors to the extent that such errors are not caused by: (i) defects or problems related to Customer's use of the Software or Equipment in a manner inconsistent with Vendor's written specifications or the terms of this License; or (ii) defects or problems relating to alteration of the Software or Equipment by Customer.

VENDOR DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE SUPPLIED HEREUNDER WILL BE ERROR OR "BUG" FREE. EXCEPT AS PROVIDED HEREIN, THE SOFTWARE IS PROVIDED WITH NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

PLEASE REFER TO PARAGRAPH 7.2 TITLED "GENERAL LIMITATIONS" UNDER THE MAIN BODY OF THIS AGREEMENT FOR THE LIMITATIONS WHICH SHALL APPLY TO THE SOFTWARE.

Commissioners Court - Regular Session **26.**

Meeting Date: 06/27/2023

County Judge Signature Authorization

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on an application for the Hazard Mitigation Grant Program and to authorize the County Judge to sign standard forms, agreements and all related documents.

Background

Approval would authorize the County Judge to sign standard forms, agreements and all related documents pertaining to the application of the Hazard Mitigation Grant Program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Environmental Exempt Form

Mitigation Local Certification

SF 424

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/21/2023 11:53 AM
Form Started By: michael.shoe		Started On: 06/21/2023 09:34 AM
Final Approval Date: 06/21/2023		

Instructions on completing the Environmental Exempt Form

As part of HUD's requirements for receiving grant funding, an environmental review, subject to 24 CFR Part 58, must be performed for all HUD-assisted projects. However, certain activities are by their nature highly unlikely to have any direct impact on the environment, and as such are deemed "exempt" and not subject to most of the procedural requirements of environmental review.

As a program solely focused on assisting eligible applicants with planning, the projects funded by the Local Hazard Mitigation Plans Program (LHMPP) are exempt from performing environmental reviews. Instead, jurisdictions must provide a description of the project and a written determination of exemption.

For more detailed guidance on these requirements, please consult 24 CFR Part 58 and the Chapter 11 of the Basically CDBG Handbook.

The form (on the subsequent pages of this document) is a suggested format to document completion of an Exempt environmental review. Please read the following instructions for completing the form.

1. Fill out the form in its entirety, making sure to leave no blank spaces. Use "N/A" in spaces requiring information that does not apply to your jurisdiction. Any text in red serves as guidance when completing the form and **should be removed or replaced with jurisdiction information before submitting the form**.
    * Note: The fields listed below have been prefilled and do not require additional edits/info
        - Level of Environmental Review *(exempt box checked)*
        - Grant Number
        - HUD Program
        - Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities
2. In the header on pages 2 and 3, enter the Project Name Project Locality and State, and HEROS Number
3. If filling out the form in Microsoft Word (or other word processor), save the completed form in a PDF format.
4. On page 3, make sure to include name, title, organization, and signatures of both the Preparer and the Certifying Officer. Make sure to also include dates next to each signature.

Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: Williamson County Multi-Jurisdictional Hazard Mitigation Action Plan Update

Responsible Entity: Williamson County

Grant Recipient (if different than Responsible Entity): Williamson County

State/Local Identifier:
FIPS: 48491
UEI: C4BDCBLYNND6

Preparer: Cassandra Edwards – Emergency Management Specialist – 512-688-0526 – cassandra.edwards@wilco.org

Certifying Officer Name and Title: Bill Gravell Jr. – County Judge – 512-943-1550 – ctyjudge@wilco.org

Consultant (if applicable): H2O Partners Inc., Heather Ferrara, Mitigation Program Manager

Project Location: 911 Tracy Chambers Ln., Georgetown TX 78626

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]**:**

The Plan Update will be developed and revised to in accordance with the provisions, goals, objectives, and requirements of the DMA of 2000, Interim Final Rules for the Hazard Mitigation Planning and Hazard Mitigation Grant Program (44 CFR, Part 201) and the most recent FEMA Plan Guidance. This Plan Update will improve the Williamson County planning areas's ability to leverage FEMA funding; analyze any changes in hazard vulnerability or risk; maintain important data regarding critical infrastructure; monitor mitigation, analyze recent mitigation projects and develop new mitigation actions; and identify new funding opportunities. As part of updating the Plan, we will review the current State Hazard Mitigation Plan to identify the range of hazards that can impact the planning area, review the existing hazard analysis, and analyze any new hazards, vulnerability, and risk as it currently exists. While previous information is reviewed, the team will prioritize the most current, best available data to develop the Plan Update. The Plan Update will also include a general description of land uses and future development trends within the community so that mitigation options can be considered in future land use decisions.

Williamson County is updating the Williamson County Multi-Jurisdictional Hazard Mitigation Plan. Williamson County will work with H2O Partners to organize a mitigation team, develop, and document the process, engage public and stakeholders, and assess capabilities, risk and vulnerabilities, resulting in the development of mitigation strategies. Finally, the team will submit HMAP for approval. This includes the following tasks:
Task 1: Develop Planning Process: Mitigation Team Organization, Develop and Document the Planning Process; Conduct Kick-Off Workshop and Outreach; Propose Format Development and Planning Process Documentation; Public Outreach Plan; Develop a Hazard Survey and Analyze Results; Conduct Capability Assessment
Task 2: Risk and Vulnerability Assessment: Background Research, Data Collection and Classification; Hazard Event Profile and Mapping; Conduct Risk Assessment Workshop and Outreach; Estimate Losses
Task 3: Mitigation Strategy Development: Review and Analyze Previous Actions; Conduct Mitigation Strategy Workshop and Outreach; Create New Mitigation Strategies; Plan Maintenance
Task 4: Finalize and Submit Mitigation Action Plan: Draft HMAP; HMAP Submittal; Incorporate Revisions from TDEM
Task 5: Final Presentation, FEMA Approval and Adoption of Plan: HMAP Submittal

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): Williamson County Multi-Jurisdictional Hazard Mitigation Plan
☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
_____

Funding Information

Grant Number	HUD Program	Funding Amount
B-18-DP-48-0002	CDBG-MIT	$76,500

Estimated Total HUD Funded Amount: $76,500

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable)**:** No

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**: $**76,500

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of

approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations Not applicable for this project and its scope.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes ☐ No ☒	Not applicable for this project and its scope.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	Not applicable for this project and its scope.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	Not applicable for this project and its scope.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Not applicable for this project and its scope. However, in the mitigation section of the Plan Update the departments/staff responsible will be identified for each individual project.	

Preparer Signature: Cassandra Edwards Date: 06/20/2023

Name/Title/Organization: Cassandra Edwards/Emergency Management Specialist/Williamson County

Responsible Entity Agency Official Signature:

_____Date:_____

Name/Title: Bill Gravell Jr., Williamson County Judge_____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Each Applicant for Community Development Block Grant Mitigation ("CDBG-MIT") funding must complete Federal Assistance Standard Form 424 (SF-424) and certify that local certifications included in this application guide were followed in the preparation of any CDBG-MIT program application. Additionally, Applicant must certify that it will continue to follow local certifications in the event that funding is awarded and Applicant is reclassified as a Subrecipient.

Each Applicant/Subrecipient must comply with the provisions of the National Environmental Policy Act ("NEPA"), the Council on Environmental Quality ("CEQ") regulations, the requirements set forth in Title 24 of the Code of Federal Regulations ("CFR") part 58, and applicable Texas General Land Office policy directives.

Each Applicant/Subrecipient must comply with all applicable federal and state laws, including environmental, labor (Davis-Bacon Act), the procurement procedures and contract requirements found at 2 C.F.R. §200.318 – §200.326, and all civil rights requirements.

Each Applicant/Subrecipient certifies, as outlined in 84 FR 45838 (August 30,2019), the following:

A. The Applicant/Subrecipient certifies that it has in effect and if following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with CDBG-MIT funds.

B. The Applicant/Subrecipient certifies its compliance with restrictions on lobbying as required by 24 C.F.R. part 87, together with disclosure forms, if required by part 87.

C. Any entity or entities designated by the subrecipient, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-MIT funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and the federal register notice. The subrecipient certifies that activities to be undertaken with CDBG-MIT funds are consistent with the Action Plan.

D. The Applicant/Subrecipient certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Act ("URA"), as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for CDBG-MIT funds.

E. The Applicant/Subrecipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 C.F.R. part 135.

F. The Applicant/Subrecipient certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.115 or §91.105 (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each local government receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR §570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

G. The Applicant/Subrecipient certifies that it is complying with each of the following criteria:

1) Funds will be used solely for necessary expenses related to mitigation activities, as applicable, in the most impacted and distressed areas for which the President declared a major disaster in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. §5121 et seq.).

2) With respect to activities expected to be assisted with CDBG-MIT funds, the relevant action plan has been developed to give priority to activities that will benefit low- and moderate-income families.

3) The aggregate use of CDBG-MIT funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the CDBG-MIT grant amount is expended for activities that benefit such persons.

4) The Applicant/Subrecipient will not attempt to recover any capital costs of public improvements assisted with CDBG-MIT funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

i. CDBG-MIT funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or

ii. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

H. The Applicant/Subrecipient certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), the Fair Housing Act (42 U.S.C. §3601-§3619), and implementing regulations, and that it will affirmatively further fair housing.

I. The Applicant/Subrecipient certifies that it has adopted and is enforcing the following policies, and, in addition, must certify that they will require local governments that receive grant funds to certify that they have adopted and are enforcing:

1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

J. The Applicant/Subrecipient certifies that it (and any administering entity) currently has or will develop and maintain the capacity to carry out mitigation activities, as applicable, in a timely manner and that the subrecipient has reviewed the respective requirements of this notice.

K. The Applicant/Subrecipient certifies that it will not use CDBG-MIT funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the state, local, or tribal government or delineated as a Special Flood Hazard Area (or 100-year floodplain) in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 C.F.R. part 55. The relevant data source for this provision is the state, local, and tribal government land use regulations and hazard mitigation plans and the latest-issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

L. The Applicant/Subrecipient certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, I, K, and R.

M. The Applicant/Subrecipient certifies that it will comply with environmental requirements at 24 CFR part 58.

N. The Applicant/Subrecipient certifies that it will comply with applicable laws.

WARNING: ANY PERSON WHO KNOWLINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. §287; 18 U.S.C. §1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, §1001.

_____ _____

Printed Name of Authorized Signatory *Date*

_____

Signature of Authorized Signatory

Commissioners Court - Regular Session **27.**

Meeting Date: 06/27/2023

Authorize Issuing RFP #23RFP87 for Countywide Debris Monitoring Services

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for countywide Debris Monitoring Services, under RFP #23RFP87.

Background

Williamson County is seeking a qualified firm to serve as the countywide Debris Monitoring provider during and after a future disaster to be contracted on an as-needed basis. The budgeted amount as well as the funding source will be determined at the time of the disaster. This is a collaborative effort between multiple departments. Points of Contacts are Michael Shoe, Terron Evertson, Russell Fishbeck, Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 02:09 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 02:16 PM
Form Started By: Kerstin Hancock		Started On: 06/20/2023 11:21 PM
Final Approval Date: 06/21/2023		

Commissioners Court - Regular Session **28.**

Meeting Date: 06/27/2023

Authorize Issuing RFP #23RFP88 for Countywide Debris Removal Services

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for countywide Debris Removal Services, under RFP #23RFP88.

Background

Williamson County is seeking a qualified firm to serve as the countywide Debris Removal provider during and after a future disaster to be contracted on an as-needed basis. The budgeted amount as well as the funding source will be determined at the time of the disaster. This is a collaborative effort between multiple departments. Points of Contacts are Michael Shoe, Terron Evertson, Russell Fishbeck, Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 02:12 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 02:17 PM
Form Started By: Kerstin Hancock		Started On: 06/20/2023 11:28 PM
Final Approval Date: 06/21/2023		

Commissioners Court - Regular Session **29.**

Meeting Date: 06/27/2023

Approval of Contract Assignment to Hire Quest, Inc. for Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Assignment between Hire Quest LLC as assignor, and Hire Quest, Inc. as assignee, in relation to a Williamson County contract and authorizing the execution of the Consent to Assignment.

Background

Hire Quest LLC has changed to Hire Quest, Inc. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Hire Quest, Inc. The department points of contact are Jason Brown and Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Contract Signed

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 08:44 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:27 AM
Form Started By: Kim Chappius		Started On: 06/20/2023 09:28 AM
Final Approval Date: 06/22/2023		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Hire Quest, L.L.C. (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Hire Quest, Inc. (hereinafter "Assignee") in the contract(s) described as follows:

> Services Agreement (Temporary Labor for Expo Center) Between Williamson County, Texas and Hire Quest L.L.C. being dated effective March 29, 2022, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment 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 Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20___

ASSIGNOR:

Hire Quest, L.L.C.

By: _____

Printed Name: Chloe Rogiers

Title: Branch Manager

Date: June 15, 2023

ASSIGNEE:

Hire Quest, Inc.

By: _____

Printed Name: Chloe Rogiers

Title: Branch Manager

Date: June 15, 2023

Commissioners Court - Regular Session **30.**

Meeting Date: 06/27/2023

Approval of Contract and Addendum for Election Force Yearly Software License from Tenex Software Solutions, Inc. for the Elections Department

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract and Addendum #2023224 between Williamson County and Tenex Software Solutions, Inc. in the amount of $40,000.00 and exempting Tenex Software Solutions, Inc. from the competitive bidding requirements for said service established by Section 262.024.(a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the Contract and Addendum.

Background

Approval of this purchase will benefit the Williamson County Elections Department with Election Force Yearly Software License which provides Election Worker Management software and training. Election Force is designed specifically for the staffing and scheduling requirements for election offices. The attached contract contains detailed information regarding this purchase. Budget, Information Systems, Auditor's Office and Legal have reviewed the contract and service agreement addendum. Funding expenditure is 01.0100.0492.004506 per FY23 budget. The department point of contact is Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tenex Service Addendum and Contract

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 09:43 AM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 11:41 AM
Form Started By: mary.watson		Started On: 06/06/2023 11:26 AM
Final Approval Date: 06/21/2023		

WILLIAMSON COUNTY ADDENDUM
FOR GOODS AND SERVICES
(Tenex Software Solutions, 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 AGREEMENT (hereinafter "Agreement") 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 **Tenex Software Solutions, Inc.** (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

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

A. Vendor Quote dated May 17, 2023;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

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

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue for one (1) year ("Initial Term"), unless terminated earlier pursuant to this Agreement. At the end of the Initial Term, the parties shall have the option to renew this Agreement for three (3) additional one (1) 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, as a minimum, on the Vendor'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 the Vendor of

its election to 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 the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Agreement for an additional one (1) year term.

III.

Consideration and Compensation: Vendor will be compensated based on a fixed sum as set out in the Vendor Quote dated May 17, 2023. The not-to-exceed amount under this Agreement is Forty Thousand Dollars ($40,000.00). If the County desires to exercise its renewal option, the amount of compensation to be paid shall be capped at Forty Thousand ($40,000.00) per renewal term. This Agreement is subject to the availability of funds. In the event funds are unavailable at the beginning of the County's fiscal year, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and/or how funds will be allotted.

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 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. The County agrees to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

IV.

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

V.

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INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 VENDOR, 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. VENDOR 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, VENDOR 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 VENDOR 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.

VI.

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

VII.

Compliance With All Laws: Vendor 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 Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

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

IX.

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.

X.

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

XI.

Right to Audit: Vendor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all necessary Vendor 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 Vendor reasonable advance notice of intended audits.

XII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Agreement.

XIII.

No Assignment: Vendor may not assign this Agreement without prior written consent.

XIV.

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

XV.

Foreign Terrorist Organizations: Vendor 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.

XVI.

Public Information: Vendor 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.

XVII.

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

XVIII.

Media Releases: Vendor 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.

XIX.

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 Agreement 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

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

VENDOR:

Tenex Software Solutions, Inc.
Name of Vendor

_____
Authorized Signature

Ravi Kallem
Printed Name

Date: June 6 ____, 2023

Tenex Software Solutions, Inc. Tenex Election Desk (TED) Contract

Tenex Software Solutions, Inc.

TENEX ELECTION DESK (TED) CONTRACT

This contract ("Agreement") is entered into on this ___ day of June, 2023 (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel St., Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Williamson County, Texas Elections Office ("Customer"), and governs the provision of the Tenex Election Desk (TED) Solution (the "Solution(s)" as defined herein) by Tenex to Customer, and the use of the System(s) (as defined below) by Customer, together with related services provided by Tenex to Customer, all in accordance with its terms. For convenience, Tenex and Customer are sometimes referred to in the Contract Documents as "Parties".

1.0 DEFINITIONS

The following definitions will apply:

a. **System.** "System" means the modules or products that make up the Tenex Election Desk (TED) system.
b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex.
c. **Service.** "Service" means Tenex's work product necessary for providing the Tenex Election Desk (TED) modules and election related support.
d. **Support.** "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
e. **Solution(s).** "Solution(s)" means the Tenex Election Desk (TED) modules provided by Tenex, under the Agreement, inclusive of all software and services required to make the Tenex Election Desk (TED) System fully functional.
f. **Contract Documents.** "Contract Documents" means this Agreement, including all exhibits and attachments.
g. **Agreement.** "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
h. **Deliverables.** "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
i. **CAS.** "CAS" or "Custom Application Software" means custom software components of the Solution(s) developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
j. **TPS.** "TPS" means the software components of the Solution(s) other than CAS, including computer program, documentation, updates and related material. Software developed by entities other than Tenex.
k. **Software.** "Software" means a collection of computer programs, codes or data used to direct the operation of a computer or tablet device, including any documentation giving instructions on how to use them, including CAS and TPS.
m. **Acceptance.** "Acceptance" means written acceptance of Deliverables provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution(s) by Customer. Payment, progress payments, or partial use of the Solution(s) by the Customer shall not constitute acceptance of Deliverables not furnished, implemented or operating in accordance with the requirements of the Contract Documents.
o. **Contract Price.** "Contract Price" means the maximum price to be paid by Customer for all Deliverables to be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented and fully functioning Solution(s) as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.
p. **Purchased Product(s).** "Purchased Product(s)" means the complete Solution(s) being licensed to Customer by Tenex on a yearly basis.
q. **Warranty Period.** "Warranty Period" means the 12-month period after Acceptance of the Solution(s) by Customer during which period Tenex will correct any material deficiencies in the Solution(s) or Deliverables at Tenex's expense.
r. **Prime Time Hours.** "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.
s. **Major Downtime.** "Major Downtime" means problem(s) with Tenex Election Desk (TED) or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software ("Software") to Customer, according to a Project Schedule to be outlined at the outset of the project. Tenex will implement the Election Force ("Solution(s)") for the Customer, overviewed below.

Election Force: Staffing and training for elections is indeed a daunting and labor-intensive task. Poll workers must be scheduled for training, scheduled for work, and paid accordingly. While most systems today provide some amount of functionality for managing poll workers, the management requirements do not end at poll workers; there is also the complexity of managing schedules for trainers, early voting staff, roving technicians, and temporary office-staff to name a few. Election Force is an integrated and innovative solution that is designed specifically for the staffing and scheduling requirements for election offices. It also includes a front facing portal that allows workers to apply for work, provide availability, schedule training, and more.

Any delays in Tenex's performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer.

3.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

3.1 Use Rights

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer's users to use the Solution(s) and its components for Customer's business purposes.

3.2 License and Use Restrictions

Customer shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its Components; (ii) modify, create derivative works based upon, or translate the System or its components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System In any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of Customer nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that Tenex shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Customer.

3.3 Customer Data

Customer owns all right, title, and interest in the Customer Data. Customer hereby grants to Tenex, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify, and display the Customer Data solely for the purposes of the Customer's use of the System. Tenex shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

3.4 Security

Customer is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its user's compliance with the terms of this Agreement. Tenex will act as though any electronic communications it receives under Customer's usernames have been sent by Customer. Customer will immediately notify Tenex if it becomes aware of any loss or theft or unauthorized use of any Customer's passwords or usernames. Tenex has the right at any time to terminate or suspend access to any Customer if Tenex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Tenex's network.

All performance under this Agreement, shall be in accordance with the Customer's security requirements, policies, and procedures. Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to Customer systems accessed in the performance of Services in this Agreement.

The Customer agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

4.0 SUPPORT

4.1 Updates
Tenex shall deliver Updates to the System that apply to the Customer's current edition at no additional charge. Only those Updates that apply to the Customer's current edition will be delivered automatically to the Customer at no additional charge.

4.2 Error Correction
Tenex shall use commercially reasonable efforts to correct all errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any error.

4.3 Support Exclusions
Tenex is not obligated to correct any errors or provide any other support to the extent such errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tenex's firewall).

5.0 OWNERSHIP OF PURCHASED PRODUCTS

5.1 Warranties
Tenex warrants and represents that it is, and on the date of the delivery of the Purchased Product(s) shall be, the sole owner and copyright holder of the Purchased Product(s); that it has, and on the date of the delivery of the Purchased Product(s) shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Tenex is a party or by which it is bound.

5.2 Deliverables
Title to all other Deliverables, such as training documentation, to be provided to Customer by or through Tenex as a part of this Agreement shall remain sole property of Tenex and should not be distributed, shared or shown to any other party without written explicit permission from an authorized Tenex employee.

6.0 FEES, EXPENSES & PAYMENT

6.1 Project Fees
Customer agrees to pay the following fees for use of the Election Force Solution.

- **$40,000.00** to be billed on the date this Agreement commences ("Effective Date"). (Attachment A)
- **$40,000.00** to be billed on the 1st year anniversary of this Agreement.
- **$40,000.00** to be billed on the 2nd year anniversary of this Agreement.
- **$40,000.00** to be billed on the 3rd year anniversary of this Agreement.

6.2 Expenses
Unless an expense is approved in advance by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

6.3 Payment Terms
Customer will pay Tenex Software Solutions, Inc. as follows:

- Tenex Software Solutions, Inc. will submit an invoice at Agreement signing date ("Effective Date") for the full amount of year 1 software to be paid by the Customer upon receipt of invoice.

- Tenex Software Solutions, Inc. will submit an invoice annually at the anniversary of the contract year. Payment will be due from Customer on receipt of invoice.

7.0 INTELLECTUAL PROPERTY

7.1 Intellectual Property Ownership
Tenex Software Solutions, Inc. owns the entire copyright, title, and interest in the following content:

- All information regarding the Tenex Election Desk (TED), scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the System.

- All training materials and documentation provided to the Customer.

Customer will secure all necessary rights to copyright, trademark or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this Agreement.

7.2 Warranty
Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

8.0 TERM & TERMINATION

8.1 Term
The term of this Agreement shall commence on the Effective Date and shall renew for one year terms, subject to review, for up to four years and shall automatically terminate four years after the Agreement has commenced ("Effective Date"), Tenex has fulfilled their software as a service subscription agreement obligation, and payment of all Project Fees and Expenses as specified in this Agreement has been completed, unless otherwise extended by mutual written agreement or terminated in accordance with this Agreement.

8.2 Termination
(a) Either party may terminate this Agreement effective immediately if the other party (i) commits any material breach or default of this Agreement; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business and has not assigned this Agreement.

(b) If this Agreement is terminated other than by reason of a material breach by Tenex, Tenex Software Solutions, Inc. shall be entitled to a pro-rated payment for work in progress based on the percentage of the Services then completed, as reasonably determined by Tenex.

9.0 CONTRACTOR RELATIONSHIP

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf.

10.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

10.1 Non-solicitation
During, and for a period of one year after termination of this Agreement, Customer agrees not to solicit or recruit Tenex 's employees, contractors, or freelancers of which Customer becomes aware as a result of Tenex 's Services for Customer.

10.2 Confidential Information
Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential."

11.0 WARRANTIES & REPRESENTATIONS

Tenex Software Solutions, Inc. warrants that it is able to complete the Services in a professional and timely manner; that any project Deliverables shall be original, or all necessary permissions and releases obtained and paid for; and that any project Deliverables shall not contain any false, misleading, libelous, or unlawful matter.

Customer warrants that any material given by Customer to Tenex Software Solutions, Inc. for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous or unlawful matter.

12.0 LIABILITY

12.1 Total Liability

In no event shall Tenex's aggregate liability for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by Tenex Software Solutions, Inc. under this Agreement. In no event will Tenex Software Solutions, Inc. be liable to Customer or any third party for any special, incidental or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not Tenex Software Solutions, Inc. has been advised of the possibility of such damage.

12.2 Limitation of Remedies

Customer's exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to **Section 8.2** and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

Customer: Williamson County, TX Elections Office	**Vendor: Tenex Software Solutions, Inc.**
Signature:_____ Name:_____ Title:_____ Mailing Address:_____ _____ Date:_____	Signature: Ravi Kallem Name: Ravi Kallem Title: President Mailing Address: 5021 W. Laurel Street Tampa, FL 33607 Tax ID #: 59-3647858 Date: 06/ /2023

TENEX
SOFTWARE SOLUTIONS

5021 W. Laurel Street, Tampa, FL 33607
(813) 618-3639 | info@tenexsolutions.com

Williamson County, TX Software Solutions Quote

Date: **May 17, 2023**

To: Williamson County Elections

From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
1	Election Force Yearly Software License Year 1 (Election Worker Management)	1	$ 40,000.00	$ 40,000.00
2	Service - Virtual Training		Included	Included
			Year 1 - Total Price:	**$ 40,000.00**

Item #	Annual Software License & Maintenance Fees	Quantity	Unit Price	Total
3	Election Force Yearly Software License (per year, after year 1)	1	$ 40,000.00	$ 40,000.00
			Estimated Reoccurring Annual License & Maintenance Fees:	**$ 40,000.00**

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.

Commissioners Court - Regular Session **31.**

Meeting Date: 06/27/2023

Approval of Purchase Contract for Commercial Laundry Machines from Alliance Laundry Systems Distribution LLC for the Animal Shelter

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Purchase Contract #2023229 between Alliance Laundry Systems Distribution LLC and Williamson County for two (2) UniMac commercial laundry machines, for the amount of $51,105.60 pursuant to BuyBoard contract #682-22, and authorizing the execution of the Contract.

Background

The approval of this contract will benefit the Williamson County Regional Animal Shelter with the purchase of two (2) UniMac commercial laundry machines to include freight, delivery and installation. The current smaller washing machines at the shelter are not working and repairs have failed this year due to inability to get parts and repair technicians. The larger capacity commercial machines can handle the daily loads of linens, blankets and towels used at the Shelter for the animals. Budget, Legal and Contract Audit have reviewed the Contract. Funding Source is 01.0546.0546.004109 and 01.0546.0546.003670 per FY23 budget. Department point of contact is Misty Valenta.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance Laundry Proposal and Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 11:46 AM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 11:55 AM
Form Started By: mary.watson		Started On: 06/08/2023 03:35 PM
Final Approval Date: 06/21/2023		

WILLIAMSON COUNTY
PURCHASE CONTRACT
(Alliance Laundry Systems Distribution LLC)

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 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 **Alliance Laundry Systems Distribution LLC** (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Proposal 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. Vendor 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.

A. 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 Vendor shall maintain any and all necessary insurance in order to insure the Goods against loss at the Vendor's own expense.

B. Inspection of Goods & Rejection: County is entitled to inspect the Goods upon delivery. If the good are unacceptable for any reason, the County must reject them at the time of delivery or within five (5) business days from the date of delivery. In the event the County rejects the Goods, the County shall allow the Vendor a reasonable time to cure the deficiency. A reasonable time shall be determined by industry standards for the Goods, as well as the Vendor and the County.

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

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: Vendor will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Vendor for the goods shall be capped and paid in the amount 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.

IV.

Tax Exemption: 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 Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor 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 Vendor or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 VENDOR, 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. VENDOR 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, VENDOR 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 VENDOR 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: Vendor 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.

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.

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

XIII.

Right to Audit: Vendor 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 Vendor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all necessary Vendor 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 Vendor reasonable advance notice of intended audits.

XIV.

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

XV.

No Assignment: Vendor may not assign this Contract.

XVI.

Confidentiality: Vendor 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.

XVII.

Foreign Terrorist Organizations: Vendor 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.

XVIII.

Public Information: Vendor 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.

XIX.

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

XX.

Media Releases: Vendor 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.

XXI.

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.

XXII.

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 Proposal, and being marked **Exhibit "A,"** which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable;

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.

XXIII.

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

Judge Bill Gravell, Jr.,
Printed Name

Date: _____ ____, 20____

SERVICE PROVIDER:

Alliance Laundry Systems Distribution LLC
Name of Service Provider

Nick Polcyn
Authorized Signature

Nick Polcyn
Printed Name

Date: June 8, 2023

EXHIBIT A



Nick Polcyn

Proposal for Williamson County Regional Animal Shelter

WELCOME

Dear Misty,

Thank you for your interest in Alliance Laundry Systems Distribution and for allowing us to submit the attached proposal.

Our equipment leverages high-performance features and technology to ensure superior efficiency, greater throughput and premium finished quality results. All those advantages combine to deliver an industry-leading lowest cost of ownership. Best of all, when you choose Alliance for your laundry solutions, you'll also receive peace of mind that comes with exceptional warranties and a professional distributor network.

We've been making world-class laundry equipment since 1908. The reason behind our success and longevity is simple—we build better machines, develop smarter technologies and provide unmatched customer support.

Sincerely,
Nick Polcyn
346-274-4438
nick.polcyn@alliancels.com

PROPOSAL INFORMATION

Contact Name	**Misty Valenta**
Contact Email	**mvalenta@wilco.org**
Prepared by	**Nick Polcyn**
Data Prepared	**Jun 6, 2023**
Proposal expiration	**Jun 18, 2023**
Quote ID	**29119_Rev_1**
Payment Terms	**COD**

ABOUT US

UniMac is the undisputed leader in on-premises laundry equipment (https://unimac.com/products). And there's not even a close second. Our machines are expertly manufactured using the toughest, most premium materials in the industry. They feature ground-breaking technologies (https://unimac.com/technology) unmatched by any competitor. And each industrial laundry machine is pushed to its limit in our state-of-the-art test lab to ensure long-lasting, reliable performance.

Industry-leading 400 G-Force extraction. UniLinc™ (https://unimac.com/technology/) controls. OPTidry™ (https://unimac.com/technology/optidry) Over-dry Prevention Technology and OPTispray™ (https://unimac.com/technology/optispray) Rinsing Technology. These are some of the most cost-reducing, performance-lifting innovations

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that have ever been developed for commercial laundry machines (https://unimac.com/Products). And they've all been introduced by UniMac. We've been serious about laundry for more than 60 years, so they're not the first examples of how we've changed the way you do laundry. And with our drive for continuous improvement, they definitely won't be the last.

We're dedicated to making life easier for everyone involved in the commercial laundry industry, including facility architects. We offer a full catalog of convenient tools to help architects spec equipment (https://unimac.com/architects) and design on-premises laundries (https://unimac.com/architects/laundry-design) for ultimate efficiency and throughput.

UW45 - UW130 POCKET HARDMOUNT WASHER-EXTRACTORS

Pricing

Quantity	SKU	Name	Net price/Unit	Net Price
1	MISC2020	BuyBoard # 682-22 Alliance Laundry Systems Distribution, LLC	$0.00	$0.00
2	UWT105N20MQ050BA00	UniMac - Pocket Hardmount Washer-Extractor - 105-lb - M30 Control - 200 G-Force - 200-240V/50-60Hz/3Ph	$23,417.80	$46,835.60
1	FI2020	Factory Freight	$1,600.00	$1,600.00
1	IN2020	Installation and Delivery	$2,670.00	$2,670.00
			Total Net Price:	$51,105.60

Installation Details

Installation To Include: Deliver, uncrate, set in place, hook up to existing working utilities, and materials. If Buyer's utilities are not complete or in a suitable location at the time of installation, then Buyer is responsible for Final Connections (includes, but is not limited to - drain line, dryer vent, electricity, water, gas, etc.).

Removal and recycling of old unit(s) included.

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Menu

Hi, **Guest**

Terms & Conditions

- Payment by credit card will incur a 3% total invoice surcharge.
- This order is subject to written acceptance by an officer of the seller, Alliance Laundry Systems
- Seller is hereby unconditionally authorized to make any inquiries it deems necessary for proper credit evaluation, including, without limitation, credit agency reports. Title to the machinery and equipment is retained by the seller until paid for in full.
- Any installation of equipment included as a part of this order shall NOT include Electrical work of any type or nature unless specified to the contrary in writing above. Seller shall not be liable for any delays caused by strikes, or any unforeseen conditions beyond its control. Seller shall not be responsible for any prior violations posted against the premises in which the machinery and equipment are to be installed nor for the performance of any work specified in any approved Building Department plans that is not specifically contracted for above as part of this order.
- Fees for licensed professional engineers or architects, Building Department Plans, DEP-B.A.R., N.Y.S.D.E.C., EPA or any other required local, state, or federal applications, registrations, plans, and permits associated thereto are NOT included as part of this order and are the sole responsibility of the purchaser unless otherwise provided for above.
- In the event Buyer does not accept the equipment contracted for herein, Buyer is responsible to pay Seller 20% of the contract amount. Buyer and Seller agree that 20% of the contract amount is the industry standard for breach of contract, which results in cancellation of the agreement to purchase. If Buyer paid in-full or in-part before cancellation, then this fee will be withheld from the amount prepaid. Furthermore, if Buyer has not made payment before cancellation, in the amount equal to at least 20% of the contract value, then Seller will Invoice Buyer within 5 business days for the amount due.

Confirm Details

Before signing, please review the details below and submit any changes (if applicable).

Financing with us? (yes/no)	Enter text	Payment type	Enter text
Billing Address	1855 Southeast Inner Loop	Shipping Address	1855 Southeast Inner Loop
Billing City	Georgetown	Shipping City	Georgetown
Billing State	TX	Shipping State	TX
Billing Zip Code	78626	Shipping Zip Code	78626

Clear Submit

Signature

Williamson County Regio...

Williamson County Regional Animal Shelter

alliancelaundry_prod

Review Document & Sign

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Commissioners Court - Regular Session **32.**

Meeting Date: 06/27/2023

K9 Care from Mercy Veterinary Hospital for the Sheriff's Department

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services Contract #2023225 between Mercy Veterinary Hospital and Williamson County for the not-to-exceed amount of $25,000.00 and exempting Mercy Veterinary Hospital from the competitive bidding requirements for said service established by Section 262.024.(4) [A personal or professional service] of the Texas Local Government Code Discretionary Exemptions and authorizing the execution of the Contract.

Background

Approval of this Contract will benefit the Williamson County Sheriff's Department K9 Division with boarding (shelter, feeding, and care) for the K9s. This Contract is for a one-year term, with the capability of renewing for two more years, one year at a time. The attached contract details the services provided by Mercy Veterinary Hospital. Legal and Contract Audit have approved this contract. Funding source is 01.0410.0411.003104. Department point of contact is Terri Countess.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement with Mercy Hospital

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 11:58 AM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 12:03 PM
Form Started By: mary.watson		Started On: 06/08/2023 04:17 PM
Final Approval Date: 06/21/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT
(Mercy Veterinary Hospital)

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 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 **Mercy Veterinary Hospital** (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 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 Quotes being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quotes meets or exceeds the requirements of County's solicitation, if applicable.

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 for one (1) year ("Initial Term"), unless terminated earlier pursuant to this Contract. At the end of the Initial Term of this Contract, the parties shall have the option to renew this Contract for two (2) additional one (1) year terms, with the terms and conditions remaining the same. The total period of the Contract, including all terms, shall not exceed three (3) years.

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

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Twenty-Five Thousand Dollars ($25,000).

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.

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.

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.

VII.

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.

VIII.

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.

IX.

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

X.

No Assignment: Service Provider may not assign this Contract.

XI.

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

XII.

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.

XIII.

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.

XIV.

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.

XV.

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 Quotes, and being marked **Exhibit "A,"** which is incorporated to the extent the Quotes meets or exceeds the requirements of County's solicitation, if applicable; and
B. 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.

XVI.

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.

[SIGNATURE PAGE 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:

Mercy Veterinary Hospital
Name of Service Provider

_____
Authorized Signature

Shane Daigle
Printed Name

Date: June 9, 2023

MERCY VETERINARY HOSPITAL

May 26th, 2023

To Whom It May Concern,

Mercy Veterinary Hospital will be providing boarding (shelter, feeding, and care) for the K9s of the Williamson County Sheriff's Office. The fees associated with these services are listed below: (all fees are subject to change based on possible yearly increases)

Boarding:

$33.75 per night

Bathing:

Based on weight - ranges: (41-60lbs - $22.50), (61-80lbs - $25.50), (over 80lbs - $30)

All employees in contact with current working dogs are experienced, trained, and understand the handling of working dogs for care and necessity. K9s will be kept separate from regular boarders, escape artists will be kept in runs with complete top closures, and all KIs are leash walked and exercised multiple times daily in an enclosed yard.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Sheriff.
- 'Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under 'Texas law and shall follow Texas law without modifying the Customer's rights.
- Termination of Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, the Customer will only be liable for its pro-rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue on the 31st day after the latter of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Customer in accordance with Texas Government Code Section

2251.025. More specifically, the rate of interest that shall accrue on late payment is the rate in effect on September 1 of the Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- Mediation: The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract.
- Venue and Governing Law: The venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

All handler's point of contact for any and all scheduling, questions, needs, etc. will be:

Shannon Watts

Cell phone: 512-850-8181

Email: watts_shannon@hotmail.com

Let this form act as a release of liability for the Williamson County Sheriff's Office. Mercy Veterinary Hospital releases Williamson County Sheriff's Office from any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise litigious actions in regard to accident or injury to employees sustained by K9s currently owned by the Williamson County Sheriff's Office.



Mercy Veterinary Representative

5/30/23
Date:

Sheriff Michael T. Gleason

Date:

Commissioners Court - Regular Session **33.**

Meeting Date: 06/27/2023

Donation of Remote Control Light Kit for Sheriff's Office SWAT

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of a Remote Control Light Kit for the Sheriff's Office SWAT pursuant to Tex. Loc. Gov't Code 81.032.

Background

Milam County Sheriff's Office would like to donate (1) Remote Control Light Kit to Williamson County Sheriff's Office SWAT. The estimated value of the light kit is $14,716.37.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Remote Control Light Kit

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:53 AM
Form Started By: Starla Hall		Started On: 06/21/2023 03:18 PM
Final Approval Date: 06/22/2023		

MIKE CLORE
Sheriff
Milam County

June 20, 2023

Mike Gleason
Williamson County Sheriff
508 S. Rock St.
Georgetown, Tx 78626
Phone:(512) 943-1300

Re: Donation of Light Kit

Dear Sheriff Gleason:

The Milam County Sheriff's Office has a surplus Remote Control Light Kit (NSN#6220-01-559-7856) designed for use on a tactical response vehicle valued at $14,716.37. The Milam County Sheriff's Office would like to donate the item to the Williamson County Sheriff's Office for your agency's use.

Sincerely,

Michael Clore
Sheriff

Commissioners Court - Regular Session **34.**

Meeting Date: 06/27/2023

Vehicle Reimbursement Agreement with St. Richard's Episcopal Church for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. Richard's Episcopal Church for off duty contracting of County Sheriff Deputies to be effective June 27, 2023. (Church security at Sunday services-1420 E. Palm Valley Blvd., Round Rock)

Background

This agreement gives permission for St. Richard's Episcopal Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on June 27, 2023 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

St. Richard's Episcopal Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/12/2023 12:01 PM
Form Started By: Starla Hall		Started On: 06/09/2023 04:18 PM
Final Approval Date: 06/12/2023		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the June 27, 2023 and shall terminate on September 30, 2023. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: St. Richard's Episcopal Church

Signature: David Todd

Printed Name: David Todd

Title: Treasurer

Date: June 7, 20 23

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: June 12, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **35.**

Meeting Date: 06/27/2023

Approval of Purchase of 14 Handheld eCitation - Brazos Rapid Extension Framework iOS Licenses from Tyler Technologies for Sheriff 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 approving contract #2023231 between Williamson County and Tyler Technologies for an additional 14 Handheld eCitation - Brazos Rapid Extension Framework iOS licenses for a total of $7,720.00, pursuant to Sourcewell contract #090320-TTI, and authorizing the execution of the contract.

Background

The approval of this contract will benefit the Williamson County Sheriff Office with 14 additional Handheld eCitation - Brazos Rapid Extension Framework iOS licenses. These licenses were first purchased in 2016, and Williamson County has added over 30 licenses since then. Legal, Contract Audit, Budget and IT have reviewed the contract. The line item being charged is 01.0100.0560.003008 as per FY23 budget. The department point of contact is Commandeer Craig Gripentrog.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

REF Licenses Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 09:07 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:31 AM
Form Started By: Misty Brooks		Started On: 06/20/2023 10:02 AM
Final Approval Date: 06/22/2023		

INVESTMENT SUMMARY

Tyler Software	$ 0
Services	$ 1,000
Third-Party Products	$ 0
Other Cost	$ 0
Travel	
Total One-Time Cost	$ 1,000
Annual Recurring Fees/SaaS	$ 6,720
Tyler Software Maintenance	$ 0

[redacted]

Quoted By:	James Mulvey
Quote Expiration:	7/26/23
Quote Name:	

Sales Quotation For:
Williamson County Sheriff
508 S Rock St
Georgetown, TX 78626-5604
Phone: +1 (512) 943-1300

Shipping Address:
Williamson County Sheriff
508 S Rock St ATTN: Sgt. Baxter
Georgetown, TX 78626-5604

Contract#:Sourcewell 090320-TTI
Tyler Technologies.
Category: Technology,Security & Communication Solutions
Description:
Administrative Software Maturity
Date: 11/02/2024

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
License				
REF License - iOS [14]	14	$ 480	$ 0	$ 6,720
TOTAL				$ 6,720

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Set-Up & Configuration for hardware platform - HANDHELD	1	$ 500	$ 0	$ 500	$ 0
Project Management	1	$ 500	$ 0	$ 500	$ 0
TOTAL				**$ 1,000**	**$ 0**

[redacted]

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 6,720
Total Tyler Services	$ 1,000	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Contract Total	**$ 7,720**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments
Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

[redacted]

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Commissioners Court - Regular Session **36.**

Meeting Date: 06/27/2023

Approval of Purchase of One Model Year 2023 Sierra 1500 GMC from Gunn Chevrolet for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of one (1) 2023 Sierra 1500 GMC from Gunn Chevrolet for the Williamson County Sheriff's Office, in the amount of $41,893.75, per Bodyboard contract #601-19.

Background

Approval of this purchase will support the Williamson County Sheriff's Office and will replace the vehicle designated on Purchase Order #181811 Item #15 approved in Commissioner's Court on 9.20.2022 to Caldwell Country Chevrolet - Ford per IFB #22IFB130 and Gunn Chevrolet having a replacement available. Caldwell Country Chevrolet - Ford cannot fulfill that order due to lack of inventory. Line Item #15 on Purchase Order #181811 will be canceled with the vendor upon approval of this item. Funding Source is 01.0100.0560.005700 as per FY23 budget. Fleet Services and the Budget Office have both reviewed this item. Department point of contact is John Foster.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/22/2023 09:25 AM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 10:14 AM
Form Started By: Brenda Fuller		Started On: 06/20/2023 03:16 PM
Final Approval Date: 06/22/2023		

PR #132033

GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN
750 NE LOOP 410
San Antonio, TX 78209
Phone: (210) 496-0806

GUNN NISSAN of DENTON
5650 S Interstate 35 E
Corinth, TX 76210
Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 06/13/2023
Buyer's Name Williamson County
Co-Buyer's Name _____
Business Name Williamson County
Address 701 S Main
City & State Georgetown Zip 78626
Home Phone _____ Bus. Phone (512) 948-3368
Cell Phone _____ E-Mail kevin.teller@wilco.org
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # _____ Vin # _____
Year 2023 Make GMC
Model Sierra 1500 Model Trim Pro
Miles _____ Color _____
M.S.R.P. $49,395.00 Discount $8,100.00 O.S.P. $41,295.00

Dealer Installed Accessories *

1.	Buyboard Fee	$400.00
2.	Delivery	$175.00
3.		
4.		
5.	BuyBoard Contract# 601-19	
6.		
7.		

Selling Price	$41,295.00
Plus Owed Accessories	$575.00
Selling Price w/ Accessories	$41,870.00
Sales Services Fee	
Trade-In Appraised Value	$0.00
Factory Rebate(s), if any	
Sub-Total	$41,870.00
State Motor Vehicle Sales Tax	$0.00
Dealer's Inventory Tax	$0.00
Lic., Title, Insp., R&B. Etag, Ins. Ver., Sys. Fees	$23.75
Balance Due on Trade-In	$0.00
Documentary Fee	$0.00
Total	$41,893.75
Deposit Receipt #	
Cash Down Receipt #	$0.00
Amount to Finance	$41,893.75

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 06/20/2023 _____

Commissioners Court - Regular Session **37.**

Meeting Date: 06/27/2023

Renewal #4 (Final) for Contract #1903-307 for Juvenile Food Services with Aramark Correctiona

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Agreement #1903-307 for Food Services with Aramark Correctional Services LLC, Amendment #6, Renewal Option #4, for Juvenile Services for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet, with the exception of Consumer Price Index (CPI) price changes for the renewal period of July 1, 2023 – June 30, 2024.

Background

This is the fourth and final renewal option period for this contract. The Juvenile Services Department has confirmed that the vendor met all the County requirements on this contract and requests renewal. The funding source is budgeted under 01.0100.0576.003306 Food Services. The Department Point of Contact is John Pelczar.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #1

Addendum #2

Amendment #3

Amendment #4

Amendment #5

Renewal with Amendment #6 and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 01:39 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 02:14 PM
Form Started By: Kim Chappius		Started On: 06/15/2023 09:52 AM
Final Approval Date: 06/21/2023		

Amendment No. 1 to Operating Agreement –
Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this ____ day of March, 2020, by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, Aramark's response to RFP 1903-307 was incorporated into the Agreement by reference and proposed a financial commitment for a gas convection steamer;

WHEREAS, the parties desire to add the mid-morning snack service;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

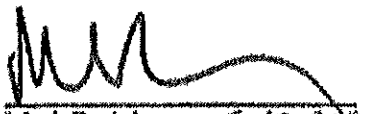
1. In accordance with Aramark's response to RFP 1903-307, which was incorporated into the Agreement according to paragraph 14 of the Agreement; for the avoidance of doubt, the Parties mutually agree that the following provision from Aramark's response to RFP 1903-307 shall be added to the Agreement as 3F:

> **3.F. FINANCIAL COMMITMENT:** Aramark shall make a financial commitment to County in an amount up to $15,000 (the "Financial Commitment). County agrees to invest the Financial Commitment in Convection Steamer as described in Attachment A at the Facility. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis through June 30, 2024, commencing upon when the Convention Steamer is placed into service. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Amendment at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

2. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: 

Mark R. Adams 3-10-2020
Vice President, Finance

County of Williamson
State of Texas

By: Judge Bill; Gravell Jr
Judge Bill; Gravell Jr (Mar 27, 2020)

Attachment A
Convection Steamer Gas

COOK'S

Quote

04/08/2019

Projects
Williamson County Jail/ARA-Steamer

From:
Cook's Direct
Linda Stock
27725 Diehl Rd.
Warrenville, IL 60555
800-956-5571 x139

Job Reference Number: 6995

Item	Qty	Description	Sell	Sell Total
1	1 ea	CONVECTION STEAMER, GAS	$13,743.26	$13,743.26
		Vulcan Model No. C24GA5 Convection Steamer, Gas, 2 compartments on 24" cabinet base, (5) 12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, 125,000 BTU		
	1 ea	NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Gas type to be specified		
	1 ea	120v/60/1-ph with ground, 300w, 2.0 amps, with 6 foot power cord & 3-prong plug, standard		
	2 ea	HOSEWTR 3/4BSV Flex stainless steel water hose 72", 3/4" female NSHT (2 per unit required for gas & electric, 3 with filter system, 1 per unit for direct steam)	$114.13	<Optional>
			ITEM TOTAL:	$13,743.26
2	1 ea	CONVECTION STEAMER, GAS	$14,209.79	<Alternate>
		Vulcan Model No. C24GA10 Convection Steamer, Gas, 2 compartments on 24" cabinet base, (10)12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU		
	1 ea	NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details		<Alternate>
	1 ea	1 year limited parts & labor warranty, standard		<Alternate>
	1 ea	Gas type to be specified		<Alternate>
	1 ea	120v/60/1-ph with ground, 300w, 2.0 amps, with 6 foot power cord & 3-prong plug, standard		<Alternate>

Initials _____

Item	City	Description	Sell	Sell Total
	2 ea	HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female NSHT (2 per unit required for gas & electric, 3 with filter system, 1 per unit for direct steam)	$114.18	<Optional>
			ITEM TOTAL: <Alternate>	$14,810.15
			Total	$13,743.26

Returned equipment may be subject to manufacturer restock fee.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $13,743.26

Agenda Item 23884 - Amendment 1 - Aramark

Final Audit Report 2020-03-27

Created:	2020-03-23
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz8QswJPvy2ezzI3GNbp7hRUNM9T1EW-I

"Agenda Item 23884 - Amendment 1 - Aramark" History

Document created by Thomas Skiles (blake.skiles@wilco.org)
2020-03-23 - 1:54:49 PM GMT- IP address: 66.76.4.65

Document emailed to aschiele@wilco.org for delegation
2020-03-23 - 1:55:22 PM GMT

Email viewed by aschiele@wilco.org
2020-03-26 - 10:21:44 PM GMT- IP address: 66.76.4.65

Document signing delegated to Judge Bill; Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
2020-03-26 - 10:22:09 PM GMT- IP address: 66.76.4.65

Document emailed to Judge Bill; Gravell Jr. (bgravell@wilco.org) for signature
2020-03-26 - 10:22:09 PM GMT

Email viewed by Judge Bill; Gravell Jr. (bgravell@wilco.org)
2020-03-27 - 9:19:33 PM GMT- IP address: 66.76.4.65

Document e-signed by Judge Bill; Gravell Jr. (bgravell@wilco.org)
Signature Date: 2020-03-27 - 9:20:10 PM GMT - Time Source: server- IP address: 66.76.4.65

Signed document emailed to Erica Smith (erica.smith@wilco.org), aschiele@wilco.org, Judge Bill; Gravell Jr. (bgravell@wilco.org), Thomas Skiles (blake.skiles@wilco.org), and 1 more
2020-03-27 - 9:20:10 PM GMT

Amendment No. 2 to Operating Agreement –
Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 2 (the "Amendment"), is entered into this ____ day of March, 2020, by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, Aramark's response to RFP 1903-307 was incorporated into the Agreement by reference and proposed a financial commitment for a gas convection steamer;

WHEREAS, the parties desire to add the mid-morning snack service;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Mid-Morning Snack:** In accordance with Paragraph 3C, Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide the mid-morning snack to the inmates at the snack price stated in Attachment A of the Agreement that was effective July 1, 2019.

2. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____
Mark R. Adams 3-10-2020
Vice President, Finance

County of Williamson
State of Texas

By: Judge Bill Gravell, Jr.
Judge Bill Gravell Jr. (Mar 27, 2020)

Amendment No. 3 to Operating Agreement –
Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 3 (the "Amendment"), is entered into this ____ day of _____, 2020 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC**, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2020.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraph 6, the term of this Agreement shall be renewed for a one-year period, effective from July 1, 2020 through June 30, 2021.

2. **Price Per Meal:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from July 1, 2020 through June 30, 2021.

3. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____ 6/12/2020
David Lauria
Regional Vice President

County of Williamson
State of Texas

By: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Jun 16, 2020 14:15 CDT)

563801

Attachment A

Williamson County Juvenile Justice Center, Texas

Effective July 1, 2020 through June 30, 2021

Price Per Meal

Breakfast	**$3.73**
Lunch	**$3.73**
Dinner	**$3.73**
Snack	**$2.52**

DocuSign Envelope ID: DFC9A89F-DCF1-4A99-BF2C-703CFB5AE65F

Amendment No. 4 to Operating Agreement –
Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 4 (the "Amendment"), is entered into this ____ day of _____, 2021 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC**, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, the County has requested that Aramark prepare incentive meals and incentive bags for its juvenile residents; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2021.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraph 6, the term of this Agreement shall be renewed for a one-year period, effective from July 1, 2021 through June 30, 2022.

2. **Price Per Meal:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from July 1, 2021 through June 30, 2022.

3. **Incentive Meal:** In accordance with Paragraph 3.C., Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide incentive meals to the County's juvenile residents at prices stated in Attachment B of this Amendment, effective July 1, 2021 through June 30, 2022.

4. **Incentive Bag:** In accordance with Paragraph 3.C., Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide incentive bags, which will include certain snack items that may vary month-to-month in collaboration between the parties, to the County's juvenile residents for $5.00 per bag, effective July 1, 2021 through June 30, 2022.

5. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

DocuSign Envelope ID: DFC9A89F-DCF1-4A99-BF2C-703CFB5AE65F

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC	**County of Williamson** **State of Texas**
By: DocuSigned by: Michael Santoro 33F926671D6946D...	By: _____
Michael Santoro Vice President, Finance	
Date: June 11, 2021	Date: _____

DocuSign Envelope ID: DFC9A89F-DCF1-4A99-BF2C-703CFB5AE65F

Attachment A
Williamson County Juvenile Justice Center, Texas
Effective July 1, 2021 through June 30, 2022

Price Per Meal

Breakfast	**$3.755**
Lunch	**$3.755**
Dinner	**$3.755**
Snack	**$2.52**

DocuSign Envelope ID: DFC9A89F-DCF1-4A99-BF2C-703CFB5AE65F

Attachment B

Williamson County Juvenile Justice Center, Texas

Incentive Meals

Effective July 1, 2021 through June 30, 2022

Incentive Meal	Price Per Meal
Double Angus Cheeseburger (with tots)	$4.14
Buffalo Sandwich (with tots)	$3.15
Southwest Chicken Sandwich (with tots)	$3.19

DocuSign Envelope ID: 2079A963-84E2-4948-80A6-A9C0E35C8526

Amendment No. 5 to Operating Agreement –
Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 5 (the "Amendment"), is entered into effective July 1, 2022 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC**, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, the County has requested that Aramark prepare incentive meals and incentive bags for its juvenile residents; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2022.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraph 6, the term of this Agreement shall be renewed for a one-year period, effective from July 1, 2022 through June 30, 2023.

2. **Price Per Meal:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from July 1, 2022 through June 30, 2023.

3. **Incentive Meal:** In accordance with Paragraph 3.C., Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide incentive meals to the County's juvenile residents at prices stated in Attachment B of this Amendment, effective July 1, 2022 through June 30, 2023.

4. **Incentive Bag:** In accordance with Paragraph 3.C., Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide incentive bags, which will include certain snack items that may vary month-to-month in collaboration between the parties, to the County's juvenile residents for $5.54 per bag, effective July 1, 2022 through June 30, 2023.

5. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

DocuSign Envelope ID: 2079A963-84E2-4948-80A6-A9C0E35C8526

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: DocuSigned by: Michael Santoro 33F926671D6946D...

Michael Santoro
Vice President, Finance

Date: 6/2/2022

County of Williamson
State of Texas

By: _____

Date:

DocuSign Envelope ID: 2079A963-84E2-4948-80A6-A9C0E35C8526

Attachment A

Williamson County Juvenile Justice Center, Texas

Effective July 1, 2022 through June 30, 2023

Price Per Meal

Breakfast	**$4.160**
Lunch	**$4.160**
Dinner	**$4.160**
Snack	**$2.792**

DocuSign Envelope ID: 2079A963-84E2-4948-80A6-A9C0E35C8526

Attachment B

Williamson County Juvenile Justice Center, Texas

Incentive Meals

Effective July 1, 2022 through June 30, 2023

Incentive Meal	Price Per Meal
Double Angus Cheeseburger (with tots)	$4.587
Buffalo Sandwich (with tots)	$3.490
Southwest Chicken Sandwich (with tots)	$3.534

DocuSign Envelope ID: B99CD9D7-CC32-405F-880D-BF9E2C5592EF

WILLIAMSON COUNTY
1848

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	1903-307	**Department:**	JUVENILE SERVICE
Vendor Name:	ARAMARK CORRECTIONAL SERVICES LLC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #4- JUVENILE FOOD SERVICES			
Type of Contract:	RFP	**Start Date:**	7/01/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	6/30/2024
Department Contact:	JOHN PELZAR/ASHLEY CULIN		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with Aramark Correctional Services LLC.**
- PLEASE INCLUDE THE FOLLOWING:
- COMPLETED 1295 FORM; AND
- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 4th and final of Four (4) One (1) year renewal option period:**

Renewal Option Period 4	JULY 01, 2023– JUNE 30, 2024
Renewal Option Period 3	JULY 01, 2022– JUNE 30, 2023
Renewal Option Period 2	JULY 01, 2021– JUNE 30, 2022
Renewal Option Period 1	JULY 01, 2020 – JUNE 30, 2021
Initial Contract Period	JULY 01, 2019 – JUNE 30, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Aramark Correctional Services, LLC

Name Stephen Yarsinsky

Title Vice President - Finance

DocuSigned by:
Signature Stephen Yarsinsky
8DD54D02B0CD4AA...

Date 6/14/2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

DocuSign Envelope ID: B27E93ED-651B-4B0E-A634-5F2B37D4B98E

Amendment No. 6 to Operating Agreement –
Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 6 (the "Amendment"), is entered into effective July 1, 2023 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC**, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address the volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2023.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraph 6, the term of this Agreement shall be renewed for a one-year period, effective from July 1, 2023 through June 30, 2024.

2. **Price Per Meal:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from July 1, 2023 through June 30, 2024.

3. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC	**County of Williamson** **State of Texas**
By: DocuSigned by: Stephen Yarsinsky 8DD54D02B0CD4AA...	By: _____
Stephen Yarsinsky Vice President, Finance	
Date: 6/14/2023	Date:

DocuSign Envelope ID: B27E93ED-651B-4B0E-A634-5F2B37D4B98E

Attachment A

Williamson County Juvenile Justice Center, Texas

Effective July 1, 2023 through June 30, 2024

Price Per Meal

Breakfast	$4.52
Lunch	$4.52
Dinner	$4.52
Snack	$3.03
Incentive Meals:	
Double Angus w/ Tots	$4.98
Buffalo Sandwich w/ Tots	$3.79
Southwest Chicken Sandwich w/ Tots	$3.84
Incentive Bags	$6.01

DocuSign Envelope ID: B99CD9D7-CC32-405F-880D-BF9E2C5592EF

1903-307 Juvenile Food Services

	July 2019-2020	July 2020-2021	Increase %	July 2021-2022	Increase %	July 2022-2023	Increase %	July 2023-2024	Increase %	Overall Percentage Increase for term of Contract
Meals	Price Per Meal	Price Per Meal	Percentage	Price Per Meal	Percentage	Price Per Meal	Percentage	Price Per Meal	Percentage	
Breakfast	3.62	3.73	3%	$3.76	1%	$4.16	11%	$4.52	9%	25%
Lunch	3.62	3.73	3%	$3.76	1%	$4.16	11%	$4.52	9%	25%
Dinner	3.62	3.73	3%	$3.76	1%	$4.16	11%	$4.52	9%	25%
Snack	2.44	2.52	3%	$2.52	0%	$2.79	11%	$3.03	9%	24%
Incentive Meals										
Double Angus Cheeseburger (with tots)				$4.14		$4.59	11%	$4.98	9%	20%
Buffalo Sandwich (with tots)				$3.15		$3.49	11%	$3.79	9%	20%
Southwest Chicken Sandwich (with tots)				$3.19		$3.53	11%	$3.84	9%	20%
Incentive Bags				$5.00		$5.54	11%	$6.01	9%	20%

Commissioners Court - Regular Session **38.**

Meeting Date: 06/27/2023

for Medical Supplies with Maxari Energy LLC and B&E Medical Supplies and Equipment

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing an extension of Contract #22IFB97 Medical Supplies for Williamson County Jail, contract renewal option #1, for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet for the renewal period of July 1, 2023 – June 30, 2024, with Maxari Energy LLC and B&E Medical Supplies and Equipment.

Background

This is the first renewal option period for this contract. The Williamson County Jail has confirmed that the vendors have met all the County requirements on this contract and requests renewal. The Funding Source is budgeted under 01.0100.0570.003200. The Department Point of Contact is Abigail Dass.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Forms and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 05:13 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:51 AM
Form Started By: Kim Chappius		Started On: 06/21/2023 11:24 AM
Final Approval Date: 06/22/2023		

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB97	**Department:**	SHERIFF'S OFFICE/JAIL
Vendor Name:	MAXARI ENERGY LLC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 MEDICAL SUPPLIES FOR JAIL AWARDED LINES 0-6 AND 0-7.			
Type of Contract:	IFB	**Start Date:**	7/01/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	6/30/2024
Department Contact:	TERRI COUNTESS		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of FOUR (4) ONE (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	JULY 01, 2023 – JUNE 30, 2024
Initial Contract Period	JULY 01, 2022 – JUNE 30, 2023

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor MAXARI

Name Raya Guruswamy

Title CEO

Signature _____

Date 06/07/2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

22IFB97 Medical Supplies for Jail-Maxari

Item #	Estimated Quanity per Year	DESCRIPTION OF PRODUCT	Vendor Catalog Number	How Supplied (for example 50 per box/each/100 per case, etc)	Unit Cost	Cost per Box/Case	Price Increase	% of Increase
#0-6	10 each	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM	1540	1 Each	8.45	8.45	10.56	25%
#0-7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM	1550	50 Each/Box	0.16	8.09	10.11	25%

State delivery time after receipt of purchase order. 3-4 Business Days
Delivery time shall be a consideration in the evaluation process.
Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB97	**Department:**	SHERIFF'S OFFICE/JAIL
Vendor Name:	B&E MEDICAL SUPPLY AND EQUIPMENT		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 MEDICAL SUPPLIES FOR JAIL AWARDED LINES 0-1, 0-2, 0-4, 0-5, 0-8 through 0-24,0-26, and 0-28 through 0-30.			
Type of Contract:	IFB	**Start Date:**	7/01/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	6/30/2024
Department Contact:	TERRI COUNTESS		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of FOUR (4) ONE (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	JULY 01, 2023 – JUNE 30, 2024
Initial Contract Period	JULY 01, 2022 – JUNE 30, 2023

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor: B&E Medical Supply and Equipment

Name: Belinda Hernandez

Title: President

Signature Belinda Hernandez

Date 6·20·23

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

221FB97 Medical Supplies for Jail-B&E Medical Supply

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE	Price Increase	% of Increase
GENERAL MEDICAL SUPPLIES								
0-1	60,000 EA	4 X 4 NON-STERILE GAUZE 12-Ply	131408893	200/bag	$ 0.03	$ 6.88	No Change	
0-2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX	1113	200/box	$ 0.01	$ 1.53	$ 1.75	14%
0-4	10,000 EA	GRADUATED MEDICINE CUPS 1OZ PLASTIC DISPOSABLE	131125555	100/bag	$ 0.01	$ 1.26	No Change	
0-5	5,000 EA	SILENT KNIGHT PILL CRUSHER POUCH 50 PACK	138860059	100/pack	$ 0.08	$ 8.20	No Change	
DIABETIC SUPPLIES								
0-8	90 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE	131246672	3/pack	$ 1.39	$ 4.18	$ 3.99	
0-9	50 BX	INSULIN SYRINGE W/NEEDLE 1ML 28GA 1/2INCH	131255261	100/box	$ 0.11	$ 10.68	No Change	
0-10	50,000 EA	LANCETS - UNISTICK 2 COMFORT 28G	139122987	200/box	$ 0.15	$ 29.60	No Change	
OVER-THE-COUNTER DRUGS/MEDICATION								
0-11	15 BTL	ACETAMINOPHEN 325MG 1000ct	131414351	1000/bottle	$ 0.01	$ 13.06	Discontinued	
0-12	20 BTL	ASA 325MG 100ct	131233468	100/bottle	$ 0.02	$ 2.19	$ 2.50	14%
0-14	500 EA	CLOTRIMAZOLE CREAM 1% 1 OZ TUBE	131269288	each	$ 1.35	$ 1.35	$ 1.70	25%
0-15	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ	131296215	24/case	$ 1.40	$ 33.69	$ 41.99	25%
0-16	5 BTL	FOLIC ACID 1 MG 100ct	131408740	100/bottle	$ 0.04	$ 3.55	Discontinued	
0-17	720 EA	HYDROCORTISONE CREAM 1%-.9 GM PACKETS	134843522	144/box	$ 0.06	$ 8.48	$ 9.99	17%
0-18	100 BTL	IBUPROFEN 200 MG – 1000ct BTL	131045529	1000/bottle	$ 0.01	$ 14.74	No Change	
0-19	30 BTL	OMEPRAZOLE 20MG	131381066	1000/bottle	$ 0.02	$ 23.12	Discontinued	
0-20	10 EA	LICE SHAMPOO -1 GAL	131099992	4 gallon/case	$ 60.83	$ 243.31	No Change	
0-21	100 BX	IMODIUM MULTI SYSPTOM 125-2 MG 12-BX	133210077	12/box	$ 0.64	$ 7.64	$ 9.50	24%
0-22	25 BTL	NAPROXEN 500mg 1000ct	1853031	1000/bottle	$ 0.03	$ 28.34	No Change	
0-23	24 BTL	MILK OF MAGNESIA 12oz	131240815	each	$ 2.19	$ 2.19	$ 2.69	23%
0-24	50 BTL	MULTI-VITAMIN SUPPLEMENT	11077987	1000/bottle	$ 0.02	$ 19.05	$ 19.95	5%
0-26	30 BTL	BENADRYL 50mg	131409218	1000/bottle	$ 0.02	$ 16.84	No Change	
0-28	1,000 EA	PRENATAL VITAMIN SUPPLEMENT	1915388	100/bottle	$ 0.07	$ 7.31	$ 7.99	9%
0-29	720 EA	TRIPLE ANTIBIOTIC CREAM PACKETS .9GM	[illegible]	144/box	$ 0.06	$ 8.28	$ 10.35	25%
0-30	30,000 EA	TUMS/ANTACID 500mg	131386650	150/bottle	$ 0.01	$ 1.71	$ 2.10	23%

State delivery time after receipt of purchase order_____. Delivery time shall be a consideration in the evaluation process. 5 Business Days

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

Commissioners Court - Regular Session **39.**

Meeting Date: 06/27/2023

Approval of Consent to Contract Assignment to Qtrac LLC for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Consent to Contract Assignment between Lavi Industries Inc. as assignor, and Qtrac LLC, as assignee, in relation to a Williamson County contract.

Background

Lavi Industries Inc has changed to Qtrac LLC. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Qtrac LLC. Department Point of Contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Contract Signed

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 12:18 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 01:14 PM
Form Started By: Kim Chappius		Started On: 06/13/2023 01:12 PM
Final Approval Date: 06/21/2023		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Lavi Industries Inc. (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Qtrac LLC (hereinafter "Assignee") in the contract(s) described as follows:

> Purchase Agreement #202396 between Lavi Industries Inc. and Williamson County, Texas for Qtrac Virtual Queuing and Appointment Software, being executed by County on January 11, 2023, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment 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 Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

ASSIGNOR:

Lavi Industries Inc.

By: _____

Printed Name: YONI LAVI

Title: PRESIDENT

Date: JUNE 13 _____, 2023

ASSIGNEE:

Qtrac LLC

By: _____

Printed Name: YONI LAVI

Title: PRESIDENT

Date: JUNE 13 _____, 2023

Commissioners Court - Regular Session **40.**

Meeting Date: 06/27/2023

Approval of Addendum for Billing Agreement from Microsoft for Information Services

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Addendum #2023237 between Williamson County and Microsoft and authorize the execution of the addendum.

Background

Approval of this Addendum will benefit the Williamson County Information Systems with being able to create a new billing agreement with Microsoft by consolidating the invoices into one enrollment instead of being billed separately. The attached Addendum details the combined agreement. Legal, IT and Contract Audit have reviewed this addendum. There is no cost to the County. The department point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Microsoft Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 09:13 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:34 AM
Form Started By: mary.watson		Started On: 06/20/2023 12:26 PM
Final Approval Date: 06/22/2023		

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73535

5-0000010264879

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Enrollment Amendment	M423 (77605578)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Williamson County
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number	77605578	5-0000010264879

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. Tenant Affiliate Access and Enrolled Affiliate Obligations. Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. Tenant Administrator User Credentials. Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. Azure Prepayment. Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. Purchasing

(i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

(ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

(iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

(iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. Orders. Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. Notices Contact and Online Services Manager. Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:**1**

Appendix Tenant Information Excel Form is attached

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2022)(IU).docx		M423	PLSS

This Tenant Information - Excel Form must be used with the Multi-Tenant Enrollment Amendment (M130/M423/H21/M459/Add Tenant Form) to be valid - If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

Registration ID (required only in 25 countries)	Prior Enrollment (if renewal)	Tenant Affiliate Name (will be used as Tenant ID Name in CPS)*	Contact First Name*	Contact Last Name*	Online Service Manager Email*
		Azure WC	Tammy	McCulley	tmcculley@wilco.org

Commissioners Court - Regular Session **41.**

Meeting Date: 06/27/2023

Approval of Purchase for VM Ware Licensing Upgrade from Presidio Networked Solutions Group, LLC for Information Systems

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Purchase #2023239 for VM Ware licensing upgrade between Williamson County and Presidio Networked Solutions Group, LLC for the amount of $70,712.32, pursuant to DIR TSO-4288 contract, and authorizing the execution of the Purchase.

Background

The approval of this purchase will benefit Information Systems with an upgrade to the VM Ware licensing that will provide added features for enhanced network security solutions for digital workspaces. IT, Legal, Contract Audit and Budget have reviewed this purchase. Funding source is 01.0100.0503.003011 per FY23 budget. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presidio Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	06/21/2023 09:37 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:37 AM
Form Started By: mary.watson		Started On: 06/20/2023 01:40 PM
Final Approval Date: 06/22/2023		

PRESIDIO™

QUOTE: [redacted]

DATE: 05/26/2023

PAGE: 1 of 1

TO:

Williamson County
Rory Tierney
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rory.tierney@wilco.org
(p) (512) 943-1457
(f) (512) 943-1672

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: WILLI035
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: NSX Upgrade

Contract Vehicle: Texas DIR-TSO-4288 Carahsoft

#	Part #	Description	Unit Price	Qty	Ext Price
VMware NSX-T					
1	NSX-T-ADV-EPL-UG-C-T3	Customer Purchasing Program T3 VMware NSX-T Advanced to NSX-T Enterprise Plus per Processor **Comments:** Perpetual License	$2,149.69	28	$60,191.32
2	NSX-T-EPL-2M-PSSS-C	Production Support/Subscription VMware NSX-T Enterprise Plus per Processor for 2 Months **Comments:** 2 Months begins from date of purchase	$375.75	28	$10,521.00
		Total (VMware NSX-T):			**$70,712.32**

Sub Total:	**$70,712.32**
Grand Total:	**$70,712.32**

This quote is governed by Terms and Conditions of Texas DIR-TSO-4288 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4288
Tax ID# [redacted]; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

Commissioners Court - Regular Session **42.**

Meeting Date: 06/27/2023

Justice Master Plan (P432) – Johnston PSA1-SA3

Submitted For: Dale Butler

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Supplemental Agreement 3 to Agreement for Design and Engineering Services, dated November 2, 2021, between Johnston, LLC and Williamson County for the Justice Complex Master Plan (4324) in the amount of $45,050.

Background

Due to County's request to update Justice Campus Site and Operations report, this contract is increased by $40,050, and being extended to August 15, 2023. Point of contact is Trenton Jacobs, County Architect. Funding source is P432.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA1-SA3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Andrea Schiele	06/22/2023 09:22 AM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 10:49 AM
Form Started By: wendy.danzoy		Started On: 06/22/2023 09:04 AM
Final Approval Date: 06/22/2023		

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Justice Complex Master Plan** ("Project")

ARCHITECT/
ENGINEER: Johnston, LLC
J. Alan Johnston ("A/E")
2603 August Dr., Suite 1500
Houston, TX 77057

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

THIS SUPPLEMENTAL AGREEMENT NO. 3 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 **November 2, 2021** ("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 **update the Justice Campus Site and Operations Report dated 4/29/2022 with current projects and demographic information**; all of which would constitute Additional Services due to being outside the original scope of Basic Services;

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; and

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

SUPPLEMENTAL AGREEMENT

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

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

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

A/E will provide Williamson County with an updated Justice Center Campus Site and Operations Report (original report dated April 29, 2022) based on information that will be provided by Williamson County staff. In addition to the updated report, Johnston LLC will provide:

1. High-level, 5-year Capital Improvements Plan exhibit (with per quarter) with updated projects scopes and accompanying cost estimates. Projects which are completed or underway will also be identified in the exhibit.

2. Updated Williamson County Projected Population exhibit which identifies the potential impact to existing jail and court system.

3. Justice Center Campus Operations, Maintenance, and Investment Costs exhibit – a high level jail and courts analysis utilizing historical data for maintaining and expanding existing piecemeal facilities vs building new integrated and efficient facilities.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Forty-Five Thousand, Fifty Dollars ($ 45,050)** for the Additional Services outlined in this Agreement.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

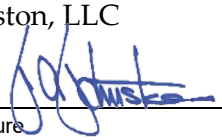
A/E hereby agrees to provide the Additional Services by or before **August 15, 2023**

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

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

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Johnston, LLC

By: 
Signature

J. Alan Johnston, Jr., PE
Printed Name

President
Title

Date Signed: June 22, 2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **43.**

Meeting Date: 06/27/2023

Sheriff's Office Training Center Bullet Trap (P574)– G2 Change Order #1

Submitted For: Dale Butler

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a report from G2 Construction Services, Inc., Change Order No. 1 for the Williamson County Sheriff's Training Center Bullet Trap project (P574) in the amount of $31,762. There will be 23 weeks added toward substantial completion for ATS lead times. Funding Source is P574.

Background

This change order is for additional supplies and labor for additional mixed media supplies required to complete the project. Department point of contact is Angel Gomez, Facilities Sr. Project Manager. Funding source is P574.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

G2 CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/25/2023 01:31 PM
Facilities Management	wendy.danzoy	06/22/2023 09:32 AM
Hal Hawes	Hal Hawes	06/22/2023 09:36 AM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 12:23 PM
Form Started By: wendy.danzoy		Started On: 05/25/2023 01:03 PM
Final Approval Date: 06/22/2023		

G2 CSi
General Contractor

AWARDED VENDOR

---- Change Order Proposal 1R----

TIPS 211001

5/19/2023

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

Submitted to Angel Gomez (Project Manager)
Dale Butler
Company: Williamson County
Phone:713-943-1636
Job Title: Williamson County Sheriff's Office Bullet Trap Project
Job Locations: 3901 County Rd 130 Hutto, TX 78634

Description/Breakdown is as follows:

1. Cost for the additional 48,000 LBS. of rubber media above the original 20,000 LBS bid as directed: $ 19,000.00 (Includes shipping)
2. Cost for additional labor to place this rubber media as directed: 2,500.00.
3. Cost for 2" angle supplied and installed for additional rubber retention as directed: 3,000.00.
4. Cost for trenching and conduit run to existing 200-amp service for two circuits to power new target system: $ 3,000.00.
5. Subtotal: 27,500.00
6. G2 CSi OH&P: $ 2,750.00
7. TIPS & Bond Fees: $1,512.00
8. **Total COR 1R: $ 31,762.00**

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 **31,762.00 Thirty-one thousand seven hundred sixty two dollars and 00/100*****

*** TIPS, and Bonding is included in the total.**
*** Add 23 weeks from order date to contract time, due to ATS lead times.**

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.

Commissioners Court - Regular Session **44.**

Meeting Date: 06/27/2023

Approval of Consent to Contract Assignment to Securitas Technologies Corporation for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Consent to Contract Assignment between Stanley Convergent Security Solutions, Inc. as assignor, and Securitas Technologies Corporation, as assignee, in relation to a Williamson County contract and authorizing the execution of the Consent to Assignment.

Background

Stanley Convergent Security Solutions, Inc. has changed to Securitas Technologies Corporation. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Securitas Technologies Corporation. Department Point of Contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Contract Signed

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 12:15 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 01:14 PM
Form Started By: Kim Chappius		Started On: 06/12/2023 02:03 PM
Final Approval Date: 06/21/2023		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Stanley Convergent Security Solutions, Inc. (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Securitas Technologies Corporation (hereinafter "Assignee") in the contracts described as follows (hereinafter collectively referred to as the "Contracts"):

Master Services Agreement for Facility Security Services Between Williamson County, Texas and Stanley Convergent Security Solutions, Inc., being effective as of January 29, 2020, which is incorporated herein by reference for all purposes;

Master Services Agreement Between Williamson County, Texas and Stanley Convergent Security Solutions, Inc. being executed in April 2021 relating to service plans, storage, surveillance solution and monitoring for Williamson County Juvenile Services, 200 Wilco Way, Georgetown, Texas, which is incorporated herein by reference for all purposes;

First County Addendum Master Services Agreement Between Williamson County, Texas and Stanley Convergent Security Solutions, Inc., being effective as of June 30, 2020, which is incorporated herein by reference for all purposes;

Second County Addendum Master Services Agreement Between Williamson County, Texas and Stanley Convergent Security Solutions, Inc., being effective as of October 26, 2021, which is incorporated herein by reference for all purposes; and

Master Services Agreement for Facility Security Services Between Williamson County, Texas and Stanley Convergent Security Solutions, Inc., being effective as of February 8, 2023, which is incorporated herein by reference for all purposes.

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contracts or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contracts.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and conditions of the Contracts as if Assignee was an original party to the Contracts.

3. Assignor and Assignee have agreed the assignment of the Contracts shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACTS PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACTS OR THE SERVICES PROVIDED UNDER THE CONTRACTS PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.
5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contracts to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment 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 Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or

agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

ASSIGNOR:

Stanley Convergent Security Solutions, Inc.

By: Mindi Partin

Printed Name: Mindi Partin

Title: Regional Sales Manager

Date: June 12, 2023

ASSIGNEE:

Securitas Technologies Corporation

By: Mindi Partin

Printed Name: Mindi Partin

Title: Regional Sales Manager

Date: June 12, 2023

Commissioners Court - Regular Session **45.**

Meeting Date: 06/27/2023

Authorize Contract for Construction for Jester Annex Flooring Replacement with Flooring Solutions, Inc. for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Contract for Construction #2023234 between Flooring Solutions, Inc. and Williamson County for the Jester Annex Flooring Replacement in the amount of Seventy-Nine Thousand, Eight Hundred Seventy-One Dollars ($79,871.00) pursuant to Sourcewell Contract # 080819-SII-2 and authorizing execution of the agreement.

Background

This project for flooring replacement will provide complete construction services and furnish all materials, equipment, tools and labor as necessary to complete the work in accordance with the Specifications and Drawings for the Project and County's requirements at Jester Annex located at 1801 E Old Settlers, Round Rock, TX. Funding Source is 01.0100.0509.004509. The department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Vendor Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 03:59 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 04:29 PM
Form Started By: Johnny Grimaldo		Started On: 06/20/2023 08:51 AM
Final Approval Date: 06/21/2023		

CONTRACT FOR CONSTRUCTION

(Cooperative Purchasing – Sourcewell – Contract Number 080819-SII-2)

PROJECT: **Jester Annex Flooring Replacement** ("Project")

GENERAL CONTRACTOR: **Flooring Solutions, Inc.** ("GC")
Clay Banner, Vice President
605 W Howard Lane, Suite 200
Austin, TX 78753

ARCHITECT: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (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 **removal of aging finish flooring and installation of replacement flooring in various locations throughout an existing facility** (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 **Ninety (90) 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 **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

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 **Seventy-Nine Thousand, Eight Hundred Seventy-One Dollars ($ 79,871)**.

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 **worsening flooring condition issues and time-limited fiscal-year funding resources** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Eight Thousand Dollars ($ 8,000)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1

Owner's Contingency is controlled solely by County.

5.3.2

Expenditures from the 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 the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the 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 the 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:

Flooring Solutions, Inc.
Clay Banner, Vice President
605 W Howard Lane, Suite 200
Austin, TX 78753

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 78641 / 78626

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

GC: Flooring Solutions, Inc.
605 W Howard Lane, Suite 200
Austin, TX 78753

Attention: Clay Banner
Vice 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:
Flooring Solutions, Inc.

By: _____
Signature

Clay Banner
Printed Name

VP
Title

Date Signed: 06/12/23

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

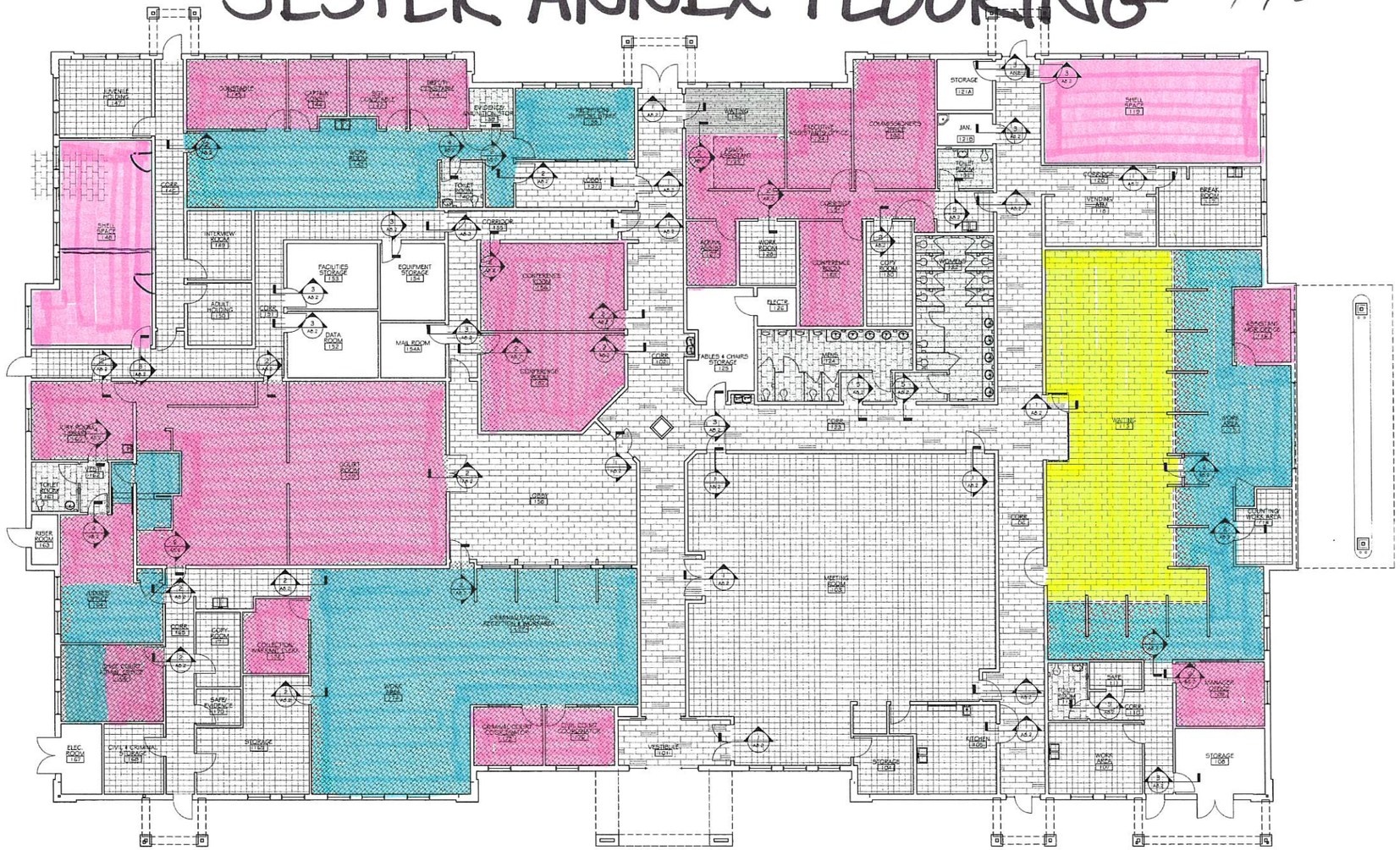
Attach Design Documents below

JESTER ANNEX FLOORING 5/3/23

LVT 1
PATCRAFT
STRATIFIED
PLATEAU

LVT 2
PATCRAFT
TIMBERGROVE
PAVILLION

CPT 1
PATCRAFT
SKILL
EXPERTISE



1 FINISH FLOOR PLAN - ANNEX
1/8" = 1'-0"

ROOM FINISH SCHEDULE

LOCATION		FLOORING		WALLS				CEILING		NOTES
ROOM #	ROOM NAME	FLOOR	BASE	NORTH	SOUTH	EAST	WEST	MATERIAL	HEIGHT	
101	VESTIBULE	VT-1 & VT-2	RB	PT	PT	PT	PT	GYP.	15'-0"	1
102	CORR.	VT-1 & VT-2	RB	PT	PT	PT	PT	ACP-1 W/ GYP.	10'-2"	--
103	MEETING ROOM	VCT	RB	PT	PT	PT	PT	ACP-1	12'-0"	--
104	STORAGE	SC	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
105	KITCHEN	VCT	RB	PT	PT	PT	PT	ACP-1A	10'-2"	--
106	CORR.	VT-1 & VT-2	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
107	WORK AREA	VCT	RB	PT	PT	PT	PT	ACP-1A	10'-2"	--
108	STORAGE	SC	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
109	MANAGER OFFICE	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
110	CORR.	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
111	SAFE	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
112	TOILET ROOM	CT	CT	CT	CT	CT	CT	ACP-1A	10'-2"	--
113	WAITING	VT	RB	PT	PT	PT	PT	ACP-1	12'-0"	--
114	COUNTING/ WORK AREA	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
115	WORK AREA	CPT-2	RB	PT	PT	PT	PT	ACP-1, GYP	10'-2"	--
116	ASSISTANT MGR OFFICE	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
117	BREAK ROOM	VCT	RB	PT	PT	PT	PT	ACP-1A	10'-2"	--
118	VENDING/ ATM	VT-1 & VT-2	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
119	SHELL SPACE	CONCRETE	--	--	--	--	--	ACP-1	10'-2"	--
120	CORRIDOR	VT-1 & VT-2	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
121A	STORAGE	SC	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
121B	JAN	SC	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
122	WOMENS	CT	CT	CT	CT	CT	CT	ACP-1A	10'-2"	--
123	CORR.	VT-1 & VT-2	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
124	MENS	CT	CT	CT	CT	CT	CT	ACP-1A	10'-2"	--
125	TABLES & CHAIRS STORAGE	SC	RB	PT	PT	PT	PT	ACP-1	10'-2"	--

ROOM FINISH SCHEDULE

LOCATION		FLOORING		WALLS				CEILING		NOTES
ROOM #	ROOM NAME	FLOOR	BASE	NORTH	SOUTH	EAST	WEST	MATERIAL	HEIGHT	
126	ELECTR.	SC	RB	PT	PT	PT	PT	ACP-1A	10'-2"	--
127	ADMIN. ASSIST	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
128	WORK ROOM	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
129	CONFERENCE ROOM	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
130	COPY ROOM	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
131	CORRIDOR	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
132	TOILET ROOM	CT	CT	CT	CT	CT	CT	ACP-1A	10'-2"	--
133	COMMISSIONERS OFFICE	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
134	EXECUTIVE ASSISTANTS OFFICE	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
135	ADMIN. ASSISTANT	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
136	WAITING	VT-2	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
137	LOBBY	VT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
138	RECEPTION/ SUPPORT STAFF	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
139	EVIDENCE/ AMUNITION STOR.	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
140	TOILET ROOM	CT	CT	CT	CT	CT	CT	ACP-1A	10'-2"	--
141	DEPUTY CONSTABLE	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
142	SGT CONSTABLE	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
143	WORK ROOM	CPT-2	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
144	CAPTAIN CONST.	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
145	CONSTABLE	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
146	CORR.	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
147	JUVENILE HOLDING	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
148	SHELL SPACE	CONCRETE	--	--	--	--	--	ACP-1	10'-2"	--
149	INTERVIEW ROOM	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
150	ADULT HOLDING	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
151	CORR.	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--

ROOM FINISH SCHEDULE

LOCATION		FLOORING		WALLS				CEILING		NOTES
ROOM #	ROOM NAME	FLOOR	BASE	NORTH	SOUTH	EAST	WEST	MATERIAL	HEIGHT	
152	DATA ROOM	SC	RB	PNT	PNT	PNT	PNT	ACP-1	10'-2"	--
153	FACILITIES STORAGE	SC	RB	PNT	PNT	PNT	PNT	ACP-1	10'-2"	--
154	EQUIPMENT STORAGE	SC	RB	PNT	PNT	PNT	PNT	GYP.	10'-2"	--
154A	MAIL ROOM	SC	RB	PNT	PNT	PNT	PNT	ACP-1	10'-2"	--
155	CORRIDOR	VT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
156	CONFERENCE ROOM	CPT-2	RB	PT	PT	PT	PT	ACP-2, GYP	10'-2"	--
157	CONFERENCE ROOM	CPT-2	RB	PT	PT	PT	PT	ACP-2, GYP	10'-2"	--
158	LOBBY	VT-1	RB	PT	PT	PT	PT	ACP-1	12'-0"	--
159	COURT ROOM	CPT-2	RB	PT/WC	PT/WC	PT/WC	PT/WC	ACP-2, GYP.	12'-0"	2
160	JURY ROOM LIBRARY	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
161	TOILET ROOM	CT	CT	CT	CT	CT	CT	ACP-1A	10'-2"	--
162	VESTI.	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
163	RISER ROOM	SC	RB	PT	PT	PT	PT	GYP.	10'-2"	--
164	JUDGES OFFICE	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
165	CORR.	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
166	CHIEF COURT ADMIN. OFFICE	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
167	ELEC. ROOM	SC	RB	PT	PT	PT	PT	GYP.	10'-2"	--
168	CIVIL & CRIMINAL STORAGE	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
169	STORAGE	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
170	SAFE/ EVIDENCE	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
171	COPY ROOM	VCT	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
172	COLLECTION/ WARRANT CLERK	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
174	WORK AREA	CPT-2	RB	PT	PT	PT	PT	ACP-1	12'-0"	--
175	CRIMINAL COURT COORDINATOR	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
176	CIVIL COURT COORDINATOR	CPT-1	RB	PT	PT	PT	PT	ACP-1	10'-2"	--
177	CRIMINAL/LAW/CIVIL RECEPTION & WORKAREA	CPT-2	RB	PT	PT	PT	PT	ACP-1 W/ GYP.	12'-0"	--

FINISH FLOOR LEGEND

*NOTES
1. BARREL VAULT CEILING
2. PAINT GYPSUM BOARD CEILING WHITE
3. STAIN GRADE WOOD TRIM & PANELS

moman architects
309 West Main Street, Suite 120
Round Rock, Texas 78664
(512) 733-1150 voice
(512) 733-8411 fax
www.momanarch.com

WILLIAMSON COUNTY PRECINCT 1 ANNEX
1801 EAST OLD SETTLER BLVD

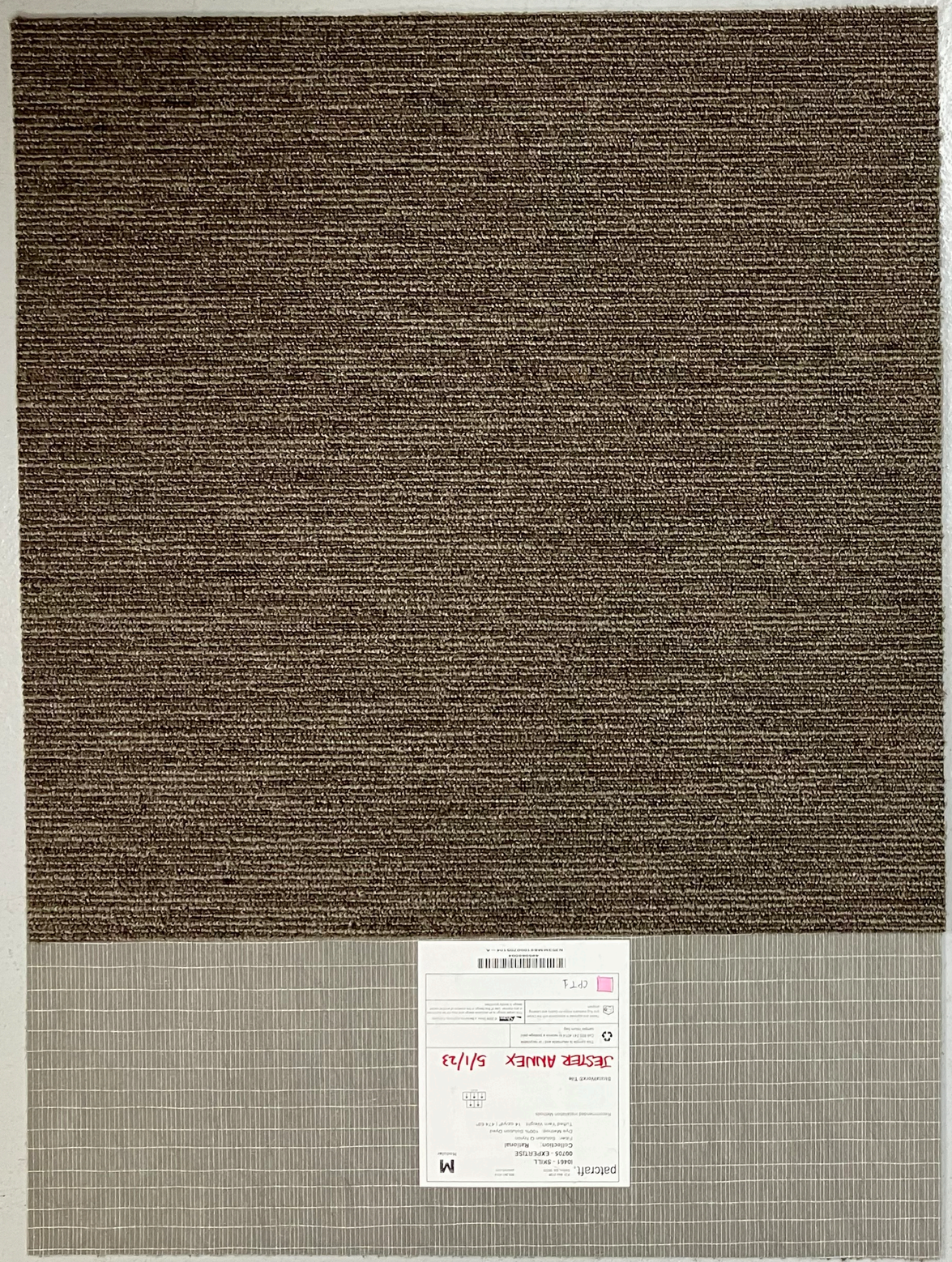
REVISIONS
1 --

PROJECT NUMBER
07104-00

DATE ISSUED
02-16-2009

SHEET TITLE
FINISH FLOOR PLAN - ANNEX

SHEET NUMBER
A8.1



palcraft
10681 - SKILL
00705 - EXPERTISE
Collection Additional
Eye Material 100% Solution Dyed
Tufted Yarn Weight 14 ozyd² | 474 g/m²
Recommended Application Upholstery
StainMaster Tile
JESTER ANNEX 5/1/23
CPT1



palcraft
Style TIMBER GROVE II 20 MIL
Color PAVILION-V4
Collection Timber Grove II
Size 5.90" X 47" | 15 LBOX X 121 SQYD
Wear Layer 20 MIL
C1950SWAFJESB19JD-A
LVT2
JESTER ANNEX 5/1/23



palcraft
Style TIMBER GROVE
Color ROYAL
Size 7" X 24" TILE
Wear Layer 20 MIL
H0051AZK4A0B7SF3E1-A
LVT4
JESTER ANNEX 5/1/23

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/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. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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

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

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

4. 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	

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its 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:

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.

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

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) 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.
(b) 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 the Owner.

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

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, 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 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.

2. 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 on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, 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.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) 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 Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. 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 on the Project.
8. The 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.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) 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;
   (b) provide to the 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;
   (c) provide the 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;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. 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;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 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

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract 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 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

E. If insurance policies are not written for the amounts specified herein, 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.

F. Insurance coverage required hereunder 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.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/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.

J. 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.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with 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 hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder 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 Contract/Agreement, 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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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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2 OWNER
3 CONTRACTOR
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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.

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

Proposal

Attn: **SHANTIL MOORE**
From: Clay Banner
Estimator:
Admin:
Revision #:
Date: 6/7/2023 ***Bid Due Date:*** 1/24/2023
Plan Date: ***Addendum :***

To

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Phone: (512) 943-1599-

Project

WILLIAMSON COUNTY TAX OFFICE JESTER
SOURCEWELL #080819-SII-2
1801 E OLD SETTLERS
ROUND ROCK, TX 78664

DEMO AND INSTALLATION DURING REGULAR HOURS WITH FURNITURE MOVEMENT

			Quantity		Unit Price	Line Total
1	**C-1 CARPET SUPPLIED** PATCRAFT COMMERCIAL CARPETS SKILL 24" X 24"	EXPERTISE	780.00	SY	18.278	14,257.00
2	**LABOR FOR INSTALLATION OF CARPET** FLOORING SOLUTIONS INC. LABOR ONLY	N/A	780.00	SY	7.500	5,850.00
3	**DEMO OF CARPET** FLOORING SOLUTIONS INC. DEMO	N/A	1,000.00	SY	3.650	3,650.00
4	**RB-1 WALL BASE SUPPLIED AND INSTALLED** JOHNSONITE® WALL BASE RECESS 4.25" COVE RUBBER RWDC	TBD / TBD	3,800.00	LF	2.092	7,950.00
5	**CARPET DISPOSAL** FLOORING SOLUTIONS INC. LABOR	NA	1,000.00	SY	0.650	650.00
6	**TRANSITIONS** ROPPE® CORPORATION ADAPTER/TRAN - VINYL - #177 - TILE/CARPET JOINER	TBD	10.00	EA	13.000	130.00
7	**TRANSITIONS** ROPPE® CORPORATION REDUCER- VINYL- #169 1/4" GLUE DOWN REDUCER	DARK GRAY / 150	1.00	EA	12.000	12.00
8	**FURNITURE MOVING STANDARD WITH SOME AREAS HAVING FURNITURE LIFT ON DESKS.** FLOORING SOLUTIONS INC. FURNITURE MOVING ESTIMATE	N/A / N/A	1,200.00	SY	5.054	6,065.00
9	**LVT- 1SUPPLIED** PATCRAFT COMMERCIAL CARPETS TIMBER GROVE II	PAVILLION	4,650.00	SF	2.890	13,438.00
10	**LVT-2 SUPPLIED** PATCRAFT COMMERCIAL RESILIENT STRATIFIED (12"X24") 1700 V	PLATEAU / 00750	1,600.00	SF	3.290	5,264.00
11	**LABOR FOR LVT INSTALLATION** FLOORING SOLUTIONS INC. LABOR ONLY	N/A	6,250.00	SF	2.500	15,625.00

12	**ADHESIVE MATERIALS SUPPLIED ONLY** SHAW RESILIENT PRODUCTS 101 LOKWORK RESILIENT ADHESIVE	4 GAL	8.00	EA	122.500	980.00
13	**DEMO OF VINYL** FLOORING SOLUTIONS INC. DEMO	N/A	3,600.00	EA	0.600	2,520.00
14	**FLOOR PREP ALLOWANCE** FLOORING SOLUTIONS INC. FLOOR PREP	N/A	60.00	EA	58.000	3,480.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$79,871.00**

SALES TAX IS NOT INCLUDED IN BID

ITEMS NOT LISTED ARE NOT INCLUDED

PRICE MAY CHANGE AFTER MATERIALS HAVE BEEN SELECTED

FURNITURE MOVING IS INCLUDED

AFTER HOURS LABOR IS NOT INCLUDED

MOISTURE MITIGATION IF NEEDED WOULD BE 6.00 PER SFT

MOISTURE TESTING INCLUDED IN THE PRICING.

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

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Flooring Solutions, Inc. - Austin **WILLIAMSON COUNTY**

Signed: _____ ***Signed:*** _____

Clay Banner

Proposal Total: $79,871.00 ***Proposed Installation Start Date:*** _____

Commissioners Court - Regular Session **46.**

Meeting Date: 06/27/2023

G2 Construction Services, Inc. for the Jester Annex Veteran's Services Office Build-out for

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Contract for Construction #2023235 between G2 Construction Services, Inc. and Williamson County for the Jester Annex Veteran's Services Office Build-out, in the amount of Twenty -Six Thousand Dollars ($26,000.00) pursuant to TIPS Contract #211001 and execution of the construction contract.

Background

This contract shall furnish all materials, equipment, tools and labor as necessary work in accordance with the Specifications and Drawings for the Project and County's requirements for the Jester Annex Veteran's Services Office Build-out, located at 1801 E Old Settlers, Round Rock, TX. Funding Source is 01.0100.1066.004510. The department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Vendor Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 06:11 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:23 AM
Form Started By: Johnny Grimaldo		Started On: 06/20/2023 08:51 AM
Final Approval Date: 06/22/2023		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – TIPS – Contract Number 211001)

PROJECT: **Jester Annex Veteran Services Office Build-out** ("Project")

GENERAL CONTRACTOR: **G2 Construction Services, Inc.** ("GC")
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 4
Georgetown, TX 78628

ARCHITECT: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (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 **buildout of vacant office space in the Jester Annex for use by Veteran Services** (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 (60) 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 **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

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 **Twenty-Six Thousand Dollars ($ 26,000)**.

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 **the small scale of the project scope and limited time of fiscal year funding** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Two Thousand, Six Hundred ($ 2,600)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1

Owner's Contingency is controlled solely by County.

5.3.2

Expenditures from the 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 the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the 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 the 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:

G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 4
Georgetown, TX 78628

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 78641 / 78626

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

GC: G2 Construction Services, Inc.
3300 Shell Road, Suite 4
Georgetown, TX 78628

Attention: Jimmy S. Gibson
Vice 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:
G2 Construction Services, Inc.

By: _____
Signature

Jimmy S Gibson
Printed Name

Vice President
Title

Date Signed: 6/9/23

COUNTY:
Williamson County, Texas

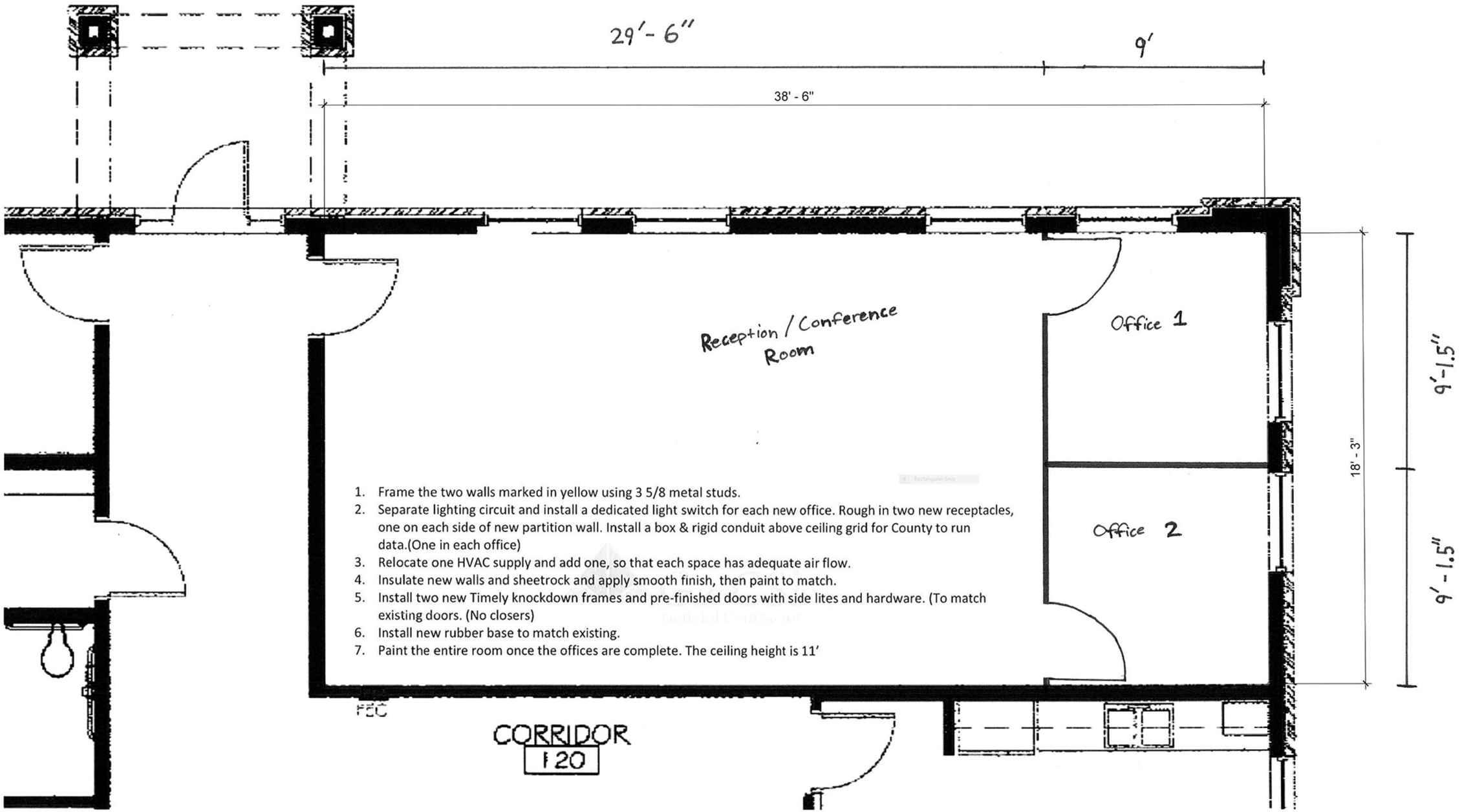
By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

VA Jester Office Buildout



1. Frame the two walls marked in yellow using 3 5/8 metal studs.
2. Separate lighting circuit and install a dedicated light switch for each new office. Rough in two new receptacles, one on each side of new partition wall. Install a box & rigid conduit above ceiling grid for County to run data.(One in each office)
3. Relocate one HVAC supply and add one, so that each space has adequate air flow.
4. Insulate new walls and sheetrock and apply smooth finish, then paint to match.
5. Install two new Timely knockdown frames and pre-finished doors with side lites and hardware. (To match existing doors. (No closers)
6. Install new rubber base to match existing.
7. Paint the entire room once the offices are complete. The ceiling height is 11'

Scale $\frac{1}{4}" = 1'$

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/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. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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

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

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

4. 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	

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its 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:

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.

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

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) 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.
(b) 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 the Owner.

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

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, 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 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.

2. 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 on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, 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.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) 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 Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. 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 on the Project.
8. The 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.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) 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;
   (b) provide to the 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;
   (c) provide the 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;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. 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;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 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

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract 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 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

E. If insurance policies are not written for the amounts specified herein, 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.

F. Insurance coverage required hereunder 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.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/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.

J. 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.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with 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 hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder 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 Contract/Agreement, 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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
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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.

G2 CSi
General Contractor

TIPS PURCHASING COOPERATIVE
"Purchasing Made Personal"

---- Proposal----

TIPS 211001

3/30/2023

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

Submitted to Dale Butler
Company: Williamson County
Phone:512-943-1611
Job Title: Williamson County Jester Annex Remodel Proposal
Job Locations: 1801 East Old Settler Blvd. Round Rock, TX 78664

The scope is as follows below.

1. Frame the two walls marked in yellow using 3 5/8 metal studs.
2. Separate lighting circuit and install a dedicated light switch for each new office. Rough in two new receptacles, one on each side of new partition wall. Install a box & rigid conduit above ceiling grid for County to run data.(One in each office)
3. Relocate one HVAC supply and add one, so that each space has adequate air flow.
4. Insulate new walls and sheetrock and apply smooth finish, then paint to match.
5. Install two new Timely knockdown frames and pre-finished doors with side lites and hardware. (To match existing doors. (No closers)
6. Install new rubber base to match existing.
7. Paint the entire room once the offices are complete. The ceiling height is 11'

Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed at the last site visit with Dale Butler.

We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the above specifications, for the sum of **26,000.00** Twenty-six thousand dollars and 00/100*****

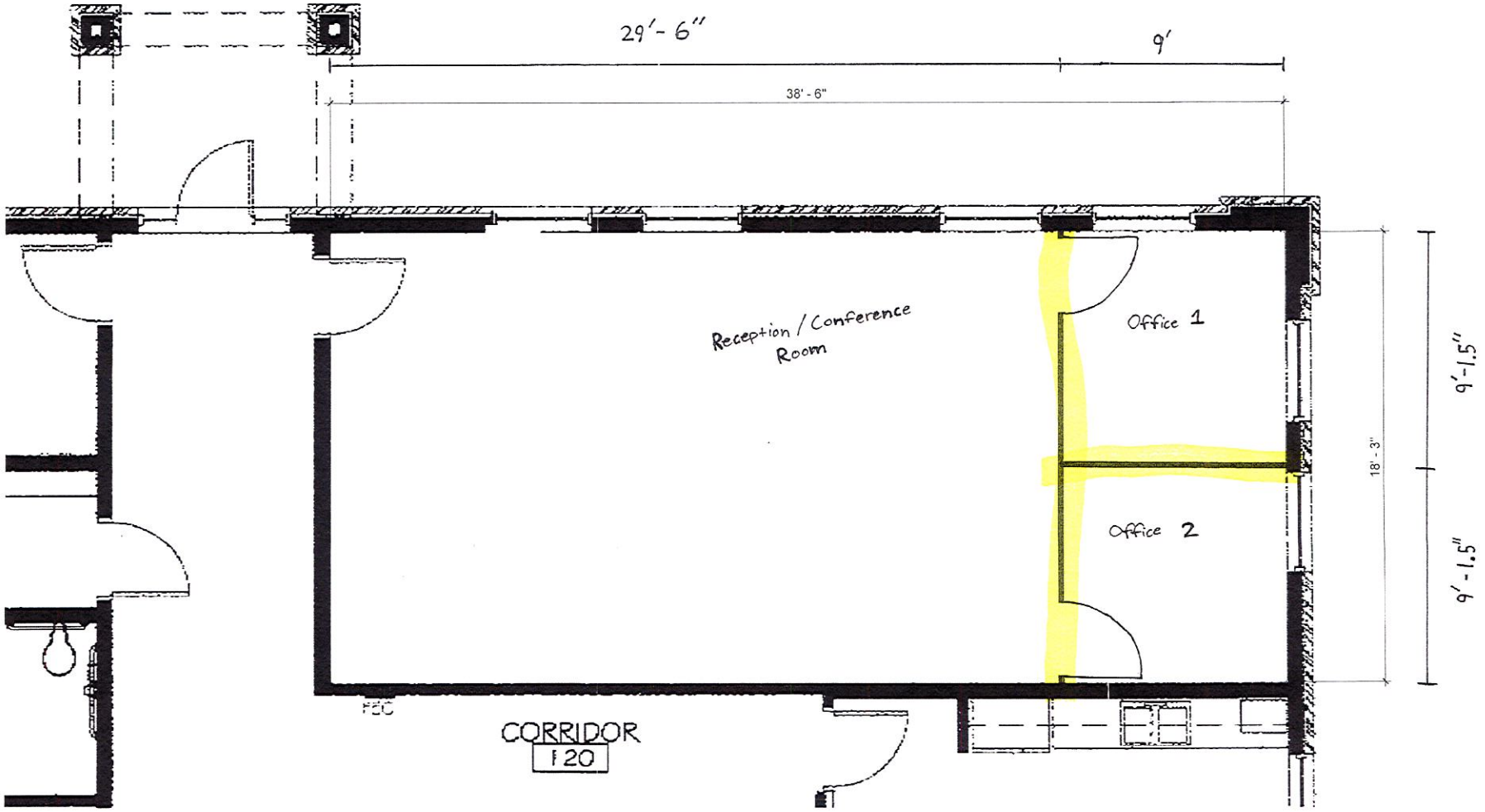
*** TIPS, Facilities Connect, and Bonding is included in the total.**
***Note: Once you give us an email acceptance of this bid, I will finalize the review by FC. They will provide the RS Means breakdown, which will then be TIPS compliant.**

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. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: _____

3303 Shell Road, Suite 4 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

VA Jester Office Buildout



Scale $\frac{1}{4}'' = 1'$

Commissioners Court - Regular Session **47.**

Meeting Date: 06/27/2023

Authorize Contract for Construction with Falkenberg Construction Company, Inc. for the Medic 41 Upgrades for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Contract for Construction #2023236 between Falkenberg Construction Company, Inc. and Williamson County for the Medic 41 Upgrades, in the amount of Forty-Eight Thousand, Nine Hundred Twenty-Two dollars and Eighty-Seven cents ($48,922.87) pursuant to BuyBoard Contract #581-19 and execution of the construction contract.

Background

This project is for Medic 41 Upgrades, located at 2604 Northlawn, Taylor, TX. The proposal includes a detailed scope of work in the amount of $48,922.87. Funding Source is 01.0100.1034.004509. The department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Vendor Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 08:35 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:25 AM
Form Started By: Johnny Grimaldo		Started On: 06/20/2023 08:53 AM
Final Approval Date: 06/22/2023		

CONTRACT FOR CONSTRUCTION

(Cooperative Purchasing – Buy Board – Contract Number 581-19)

PROJECT: **Medic 41 Upgrades** ("Project")

GENERAL CONTRACTOR: **Falkenberg Construction Company, Inc.** ("GC")
Triston Moore
2435 109th Street
Grand Prairie, TX 75050

ARCHITECT: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (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 Medic 41 Upgrades, which consists of **updates, upgrades, and improvements to an aging EMS station,** (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 **Ninety (90) 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 **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

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 **Forty-Eight Thousand, Nine Hundred Twenty-Two Dollars and Eight Seven Cents ($ 48,922.87)**.

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 **the aging conditions of the facility coupled with the limited time constraints of fiscal year funding** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Four Thousand, Eight Hundred Dollars ($ 4,800)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1

Owner's Contingency is controlled solely by County.

5.3.2

Expenditures from the 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 the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the 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 the 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:

Falkenberg Construction Company Inc.
Triston Moore/ Project Manager
2435 109th Street
Grand Prairie, TX 75050

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 78641 / 78626

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

GC: Falkenberg Construction Company, Inc.
2435 109th Street
Grand Prairie, TX 75050

Attention: Triston Moore
Project Manager

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:	**COUNTY**:
Falkenberg Construction Co., Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
John E. Castro	
Printed Name	Printed Name
President	
Title	Title
Date Signed: 09 June 2023	Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Attach Design Documents below:

Demo existing VCT in kitchen
Demo existing carpet tile in main living quarters and in (2) bedrooms
Demo existing light fixtures in main living quarters and in (2) bedrooms
Demo (2) existing 10 AWG cord
Provide and install new LVT in kitchen
Provide and install new LVT in main living quarters and in (2) bedrooms
Provide and install new light fixtures in main living quarters and in (2) bedrooms
Provide and install (2) retractable cord reels mounted to the wall above the horizontal conduit
Provide and install new 10 AWG wire
Final Clean Up

Prep garage floor for epoxy by performing a dustless diamond grinding and cleaning
Apply (1) coat of high-solids pigmented epoxy primer
Apply full-flake broadcast of 1/4” vinyl acrylic decorative flakes
Seal with (1) coat of our high-performance, fast-drying polyaspartic sealer
Final Clean Up

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/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. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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

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

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

4. 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	

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its 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:

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.

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

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) 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.
(b) 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 the Owner.

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

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, 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 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.

2. 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 on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, 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.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) 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 Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. 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 on the Project.
8. The 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.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) 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;
   (b) provide to the 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;
   (c) provide the 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;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. 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;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 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

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract 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 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

E. If insurance policies are not written for the amounts specified herein, 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.

F. Insurance coverage required hereunder 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.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/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.

J. 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.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with 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 hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder 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 Contract/Agreement, 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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

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.

falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX. 75050
T.214-324-4779 FALKENBERGCONSTRUCTION.COM

June 9, 2023

Williamson County
Angel Gomez
3101 SE Inner Loop
Georgetown, TX 78626

Proposal No.: [redacted] Buy Board 581-19

Reference: Medic 41 Upgrades

Attention: Angel Gomez

We propose to furnish labor, material and equipment for the Williamson County Medic 41 Upgrades project for the sum as follows.

Proposal Breakdown		
RS Means Cost		**$37,297.02**
Coefficient	**0.98**	**$745.94**
Sub Total		**$36,551.08**
Bond	**2.5%**	**$913.78**
PROPOSAL TOTAL		**$37,464.86**

Thirty Seven Thousand Four Hundred Sixty Four and 86/100 ---------- Dollars.

I. Documents: NA

II. Scope of Work:

Demo existing tile in kitchen
Demo existing carpet tile in main living quarters and in (2) bedrooms
Demo existing light fixtures in main living quarters and in (2) bedrooms
Demo (2) existing 10 AWG cord
Prep and paint all walls, ceilings, doors/frames, trim work and window trim
Provide and install new LVT in kitchen
Provide and install new LVT in main living quarters and in (2) bedrooms
Provide and install new light fixtures in main living quarters and in (2) bedrooms
Provide and install (2) retractable cord reels mounted to the wall above the horizontal conduit
Provide and install new 10 AWG wire
Final Clean Up

Add Alternate 1:

I. Documents: NA

II. Scope of Work:

Prep garage floor for epoxy by performing a diamond grinding and cleaning
Apply (1) coat of high-solids pigmented epoxy primer
Apply full-flake broadcast of 1/4" vinyl acrylic decorative flakes
Seal with (1) coat of high-performance, fast-drying polyaspartic sealer
Final Clean Up

No Traffic will be allowed for 72 hours after sealant is placed

Alternate 1 Breakdown		
RS Means Cost		**$11,406.68**
Coefficient	**0.98**	**$228.13**
Sub Total		**$11,178.55**
Bond	**2.5%**	**$279.46**
ALTERNATE TOTAL		**$11,458.01**

Eleven Thousand Four Hundred Fifty Eight and 01/100 ---------- Dollars.

Grand Total: $48,922.87

Forty Eight Thousand Nine Hundred Twenty Two and 87/100 ……..Dollars

III. Exclusions:
Sales tax, overtime, permit fees
Mechanical Repairs
Plumbing Repairs
Exterior painting, or painting within the garage
Any flooring within the restroom

IV. Clarifications:
Any work outside the defined scope of work

Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

Triston Moore
Project Manager

Commissioners Court - Regular Session **48.**

Meeting Date: 06/27/2023

Authorize Services Contract for Asbestos Abatement for the Old DPS Building with Building Abatement Demolition Company, Inc. for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Services Contract #2023238 for Asbestos Abatement for the Old DPS Building between Building Abatement Demolition Company, Inc. and Williamson County in the not-to-exceed amount of Fifteen Thousand, Two Hundred Twenty-Eight Dollars and Thirty Cents ($15,228.30) pursuant to TIPS Contract #211001 and execution of the services contract.

Background

This project is for the asbestos abatement project at the Old DPS Building, located at 516 Pine Street, Georgetown, TX. The proposal includes a detailed scope of work in the not-to-exceed amount of $15,228.30. Funding Source is 445P/Old DPS/445A/12 Construction, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 09:22 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:36 AM
Form Started By: Johnny Grimaldo		Started On: 06/20/2023 01:06 PM
Final Approval Date: 06/22/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT
(Building Abatement Demolition Company, 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 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 **Building Abatement Demolition Company, 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 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 Proposal being marked as **Exhibit "A,"** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable.

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 as set out in **Exhibit "A"**. The not-to-exceed amount shall be Fifteen Thousand Two Hundred and Twenty-Eight Dollars and Thirty Cents ($15,228.30).

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

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$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 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: WilliamsonCountyVendorReimbursementPolicyMarch2023.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 Proposal, and being marked **Exhibit "A,"** which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable; and
B. 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.

[SIGNATURE PAGE 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:

Building Abatement Demolition Company, Inc.
Name of Service Provider

Chris Moreau
Authorized Signature

Chris Moreau
Printed Name

Date: June 13th, 2023

BUILDING ABATEMENT DEMOLITION COMPANY, INC.

JUNE 01, 2023

Reference: (TIPS Contract #230104) Bid for the Asbestos Abatement at the Old DPS Building Georgetown, Texas.

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

SCOPE OF WORK:

- Removal and proper disposal of **Approx (1,600 SF)** of floor tile and mastic from the structure
- Removal and proper disposal of **Approx (10 SF)** of mirror mastic from the structure

Lump Sum Bid: **$ 15,228.30**

EXCLUSIONS ARE AS FOLLOWS:

- **Permits/Fees**
- **Cutting/Capping of Utilities or Make Safe**
- **Any concealed conditions**
- **Asbestos Consultant**

BID NOTES AND CLARIFICATIONS:

- This proposal is based on a fifty- (50) hour workweek, Monday through Friday.
- This proposal is good for sixty- (60) days from the date of this proposal.
- Lump sum price includes all labor, supervision, material, equipment, waste hauling and disposal, overhead, profit, payroll taxes, General liability insurance and Workers compensation.
- Removal and clean up will be in accordance with all federal, state and local regulations that are specifically applicable to this job and are in effect at the time of this proposal.
- It will be the owner's responsibility to remove all non-stationary items such as tools, supplies, furniture and equipment to be salvaged or reused prior to any abatement and demolition activities.

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

- Provide transportation and disposal of all debris to an approved landfill by an insured and licensed hauler.
- Owner will supply all water and electricity needed throughout the abatement and demolition portions of the project.
- All notifications, waste manifests, employee certifications, physician's written opinions, contractor licenses, daily logs and other pertinent data will be supplied to the customer within thirty (30) working days of job completion.
- The notification fee is **not** included in this bid price. Those fees will be billed direct to the owner from the state.
- Building Abatement Demolition Company, Inc. does not hereby assume responsibility nor indemnify the general contractor and / or owner for their sole negligence. In the event of concurrent negligence, Building Abatement Demolition Company, Inc. indemnity will apply to the extent of Building Abatement Demolition Company, Inc. negligence.

TERMS:

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

Final Retainage Payment will be due thirty (30) days after work completion and indebtedness accrual as defined in Chapter 53 of the Texas Property Code

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

Sincerely;

Building Abatement Demolition Company, Inc.

Chris Moreau

VP OPERATIONS

ACCEPTED BY:

SIGNATURE DATE

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

Commissioners Court - Regular Session **49.**

Meeting Date: 06/27/2023

SWCA 2574 WA1 SA1 CR 201 Environmental Svcs

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to ratify the Supplemental Work Authorization No. 1 to Work Authorization No. 1 under the Williamson County Contract between SWCA Incorporated and Williamson County, dated February 25, 2020, for On Call Environmental Services for CR 201. This supplemental is to extend the expiration date to July 31, 2023. Funding source: P499.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 2574 WA1 SA1 CR 201 Environmental Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/22/2023 11:56 AM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 12:25 PM
Form Started By: Vicky Edwards		Started On: 06/22/2023 11:46 AM
Final Approval Date: 06/22/2023		

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

WILLIAMSON COUNTY Road & Bridge PROJECT:
County Road 201 Environmental Services

This Supplemental Work Authorization No. __1_ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective June 22, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on July 31, 2023. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

FIRM:

By: _____
Signature

Kevin Miller
Printed Name

Vice President – Central Texas / Oklahoma
Title

02/17/2022
Date

COUNTY:

By: _____
Bill Gravell (Feb 23, 2022 10:45 CST)
Signature

Bill Gravell
Printed Name

County Judge
Title

Feb 23, 2022
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

2/19/2022

ATTACHMENT C

Work Schedule

WORK AUTHORIZATION NO. 01
PROJECT: County Road 201 Environmental Services

All work is expected to be completed and the report(s) finalized by July 31, 2023.

Commissioners Court - Regular Session **50.**

Meeting Date: 06/27/2023

SWCA 2574 WA1 SA2 CR 201 Environmental Svcs

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between SWCA Incorporated and Williamson County dated February 25, 2020 for On Call Environmental Services for CR 201. This supplemental is to extend the expiration date to December 31, 2024. Funding source: P499.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 2574 WA1 SA2 CR 201 Environmental Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/22/2023 11:23 AM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 12:24 PM
Form Started By: Vicky Edwards		Started On: 06/21/2023 02:24 PM
Final Approval Date: 06/22/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
County Road 201 Environmental Services

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective June 22, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on December 31, 2024. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

FIRM:	**COUNTY:**
By: _____ Signature	By: _____ Signature
Matthew McMillan Printed Name	_____ Printed Name
Natural Resources Director – Austin Title	_____ Title
May 24, 2023 Date	_____ Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

ATTACHMENT C

Work Schedule

WORK AUTHORIZATION NO. 02
PROJECT: County Road 201 Environmental Services

All work is expected to be completed and the report(s) finalized by December 31, 2024.

Commissioners Court - Regular Session **51.**

Meeting Date: 06/27/2023

SWCA 2574 WA2 SA1 CR 255 Environmental Svcs

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to ratify the Supplemental Work Authorization No. 1 to Work Authorization No. 2 under the Williamson County Contract between SWCA Incorporated and Williamson County, dated February 25, 2020, for On Call Environmental Services for CR 255. This supplemental is to extend the expiration date to July 31, 2023. Funding source: P546.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 2574 WA2 SA1 CR 255 Environmental Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/22/2023 11:58 AM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 12:25 PM
Form Started By: Vicky Edwards		Started On: 06/22/2023 11:47 AM
Final Approval Date: 06/22/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1_
TO
WORK AUTHORIZATION NO. _2_

WILLIAMSON COUNTY Road & Bridge PROJECT:
County Road 255 Environmental Services

This Supplemental Work Authorization No. __1_ to Work Authorization No. __2__ is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __2__ dated effective June 22, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on July 31, 2023. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

FIRM:

By: _____
Signature

Kevin Miller
Printed Name

Vice President – Central Texas / Oklahoma
Title

02/17/2022
Date

COUNTY:

By: _____
Bill Gravell (Feb 23, 2022 10:44 CST)
Signature

Bill Gravell
Printed Name

County Judge
Title

Feb 23, 2022
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

2/19/2022

ATTACHMENT C

Work Schedule

WORK AUTHORIZATION NO. 01
PROJECT: County Road 255 Environmental Services

All work is expected to be completed and the report(s) finalized by July 31, 2023.

Commissioners Court - Regular Session **52.**

Meeting Date: 06/27/2023

SWCA 2574 WA2 SA2 CR 255 Environmental Svcs

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between SWCA Incorporated and Williamson County dated February 25, 2020 for On Call Environmental Services for CR 255. This supplemental is to extend the expiration date to December 31, 2024. Funding source: P546.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 2574 WA2 SA2 CR 255 Environmental Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/22/2023 11:23 AM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 12:25 PM
Form Started By: Vicky Edwards		Started On: 06/21/2023 02:24 PM
Final Approval Date: 06/22/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
County Road 255 Environmental Services

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective June 22, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on December 31, 2024. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Matthew McMillan	_____
Printed Name	Printed Name
Natural Resources Director – Austin	_____
Title	Title
May 24, 2023	_____
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

ATTACHMENT C

Work Schedule

WORK AUTHORIZATION NO. 02
PROJECT: County Road 255 Environmental Services

All work is expected to be completed and the report(s) finalized by December 31, 2024.

Commissioners Court - Regular Session **53.**

Meeting Date: 06/27/2023

Atlas 22RFSQ147 WA1 On Call Materials Testing

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 October 31, 2026 under Williamson County Contract for Engineering Services between Atlas Technical Consultants, LLC and Williamson County dated December 20, 2022 for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 22RFSQ147 WA1 On Call Materials Testing

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/21/2023 03:59 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:17 AM
Form Started By: Vicky Edwards		Started On: 06/14/2023 11:22 AM
Final Approval Date: 06/22/2023		

WORK AUTHORIZATION NO. 1

PROJECT: On Call Materials Testing & Geotechnical Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 20, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Atlas Technical Consultants, 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 **$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 **October 31, 2026**. 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:
Atlas Technical Consultants, LLC	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Jimmy Baldwin	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following task listed below:

Task 1 – Project Management

Task 2 – Geotechnical services, materials testing, and consultation

Task 3 – Construction Phase Services

Attachment C - Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Engineer.

Attachment D – Fee Schedule

Please see next pages.

Reviewed by: osalazarbueno

Williamson County 2022 Date: 12/07/2022 Price List

ATLAS Technical Consultants LLC - Dripping Springs Price List			
Field Technician	**Unit**	**Unit Cost**	
		Reg.	**OT**
1A	hr.	$76	$90
1B	hr.	$76	$90
Soils	hr.	$76	$90
Concrete	hr.	$76	$90
CWI	hr.	$87	$103
Nuclear Gauge Calibration	hr.	$87	
Concrete Plant/Truck Inspection	hr.	$87	
- Add Engineer Report/Review	ea	$217	
Asphalt Distributor Calibration	hr.	$87	
- Add Engineer Report/Review	ea.	$217	
Add Equipment Fee	ea.	$109	
Senior Engineer	hr.	$225	
Engineer	hr.	$167	
EIT	hr.	$98	
Project Manager	hr.	$113	
Mileage- State Allowable Rate (Portal to Portal)- outside Austin ETJ	mile	Current IRS rate	
Trip or Vehicle Charge- within Austin ETJ	trip	$66.00	

Core Taking (2 Hr Min. Tech Time & Trip not included)			
HMAC or Concrete Core	**Test Method**	**Unit**	**Unit Cost**
Coring Equipment Mobilization		trip	$87.00
0-6"	Tex-140-E (Min. of 3)	ea.	$110.00
6-10"		ea.	$127.00
10-14"		ea.	$173.00
> 14"		Additional $5/ inch	
Base Depth Check	**Test Method**	**Unit**	**Unit Cost**
0-6"	Tex-423-A (Min. of 3)	ea.	$109.00
6-10"		ea.	$120.00
10-14"		ea.	$136.00
> 14"		Additional $5/ inch	

Expedite fee: $150.00 or 20% of Expedited Testing Bill (whichever is greater!)

Rubber Blend Design	ea.	$1,084
Optimum Foaming Water Percent and Temperature (Half-Life Only)	ea.	$1,355
Foamed Asphalt Mix Design (Includes Half-Life)**	ea.	$6,504
Engineered Emulsion Mix Design*	ea.	$4,119

** Charge for each additional point over our standard (3 points) report: $150*

*** Charge for each additional point over our standard (2 points) report: $500*

Williamson County 2022 Price List

Soils & Aggregates (100-E Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sample Preparation	Tex-101-E	ea.	$58
Moisture Content	Tex-103-E	ea.	$60
Atterberg Limits (Plasticity Index)	Tex-104-E, 105-E & 106-E	ea.	$109
Linear Bar Shrinkage	Tex-107-E	ea.	$109
Sieve Analysis (Dry Gradation)	Tex-110-E, Pt. 1	ea.	$82
Sieve Analysis (Washed Gradation)	Tex-110-E, Pt. 2	ea.	$98
Determining amount of material in soils finer than #200	Tex-111-E	ea.	$49
Moisture- Density Relationship (Proctor)	Tex-113-E	ea.	$403
Moisture- Density Relationship (Proctor) soil	Tex-114-E	ea.	$326
1-Point Proctor	Tex-113-E	ea.	$109
-Sample Preparation on 1 Point Proctor		ea.	$55
In-Place Density (Nuclear Method)	Tex-115-E, Part II (Min. of 3)	ea.	$33
Wet Ball Mill	Tex-116-E	ea.	$288
Texas Triaxial Compression (per mold)	Tex-117-E, 1 mold	ea.	$326
Texas Triaxial Compression (Triaxial Classification)	Tex-117-E, Part I	ea.	$1,979
Texas Triaxial Compression (Flexible Base)	Tex-117-E, Part II	ea.	$1,193
Full Triaxial Testing *** (Add Sample Prep)	* See Note	ea.	$2,277
Soil-Cement Testing	Tex-120-E, Part I	ea.	$1,735
Soil-Cement Testing (Ea. Mold)	Tex-120-E, Part II	ea.	$380
Soil-Lime Testing	Tex-121-E, Part I	ea.	$1,735
Soil-Lime Testing	Tex-121-E, Part II	ea.	$380
Soil-Lime Testing	Tex-121-E, Part III	ea.	$380
Lime-Fly Ash Compression	Tex-127-E	ea.	$1,193
Soil pH	Tex-128-E / ASTM 2974	ea.	$109
Resistivity	Tex-129-E	ea.	$326
-Charge for Sample Prep on Resistivity		ea.	$109
Tube Suction Test	Tex-144-E	ea.	$109
Sulfate Content	Tex-145-E	ea.	$244
Conductivity of Soils	Tex-146-E	ea.	$82
Soil Organic Content Using UV-Vis Method	Tex-148-E	ea	$434
Hydrometer Analysis	AASHTO T 88	ea.	$488
Aggregate Grading	AASHTO T-27	ea.	$114
California Bearing Ratio	AASHTO T 193/ ASTM D 1883	ea.	$1,193
DCP Testing	ASTM D6951	ea.	$93

****** Full Triaxial Testing includes <u>one</u> of each of the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial (Tex-113, Tex-117, Tex-116, Tex-104, 105, 106, Tex-110)***

Williamson County 2022 Price List

Bituminous (200-F Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Dry Sieve Analysis (Gradation)	Tex-200-F, Part I	ea.	$60
Washed Sieve Analysis (Gradation)	Tex-200-F, Part II	ea.	$93
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	$93
Apparent Specific Gravity	Tex-202-F	ea.	$93
Sand Equivalent	Tex-203-F	ea.	$93
Mix Design (Incl. Hamburg)	Tex-204-F	ea.	$3,252
Mix Design (Incl. Hamburg & Overlay)	Tex-204-F	ea.	$3,632
Airport Mix Design	FAA P401/P403	ea.	$4,336
Mixing	Tex-205-F	set of 3	$93
Molding (TGC) Per Set	Tex-206-F	set of 3	$76
Molding (SPC) Superpave	Tex-206-F	set of 2	$76
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	$55
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	$28
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	$33
In-Place Air Voids (CoreLok)	Tex-207-F, Part VI	set of 2	$82
Hveem Stability (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-208-F	set of 3	$131
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	$201
Asphalt Content by Extraction Only	Tex-210-F	ea.	$141
Asphalt Recovery from Abson Process- Abson Recovery (Add Extraction only)	Tex-211-F	ea.	$271
Moisture Content	Tex-212-F	ea.	$55
Hydrocarbon Volatile Content	Tex-213-F	ea.	$109
Deleterious Material	Tex-217-F	ea.	$55
Decantation	Tex-217-F, Part II	ea.	$109
Flakiness Index	Tex-224-F	ea.	$109
Indirect Tensile Strength (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-226-F	ea.	$55
Theoretical Maximum Specific Gravity (Rice Gravity)	Tex-227-F	ea.	$71
Drain-down Test	Tex-235-F	ea.	$82
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	$201
Asphalt Content by Ignition Oven Only	Tex-236-F	ea.	$141
Full Hot Mix Testing ^	* See Note	ea.	$526
Ignition Oven Correction Factors ^^	Tex-236-F	set of 2	$542
Ignition Oven Correction Factors ^^	Tex-236-F	set of 1	$326
Hamburg Wheel-Tracking Test ^^^	Tex-242-F	ea.	$542
Cantabro Loss	Tex-245-F	ea.	$217
Overlay Test	Tex-248-F	ea.	$813
Flat and Elongated Particles	Tex-280-F	ea.	$109

^ Full Hot Mix Testing includes the following: Asphalt Content & Gradation, Molding- Set of 3, Lab Density- Set of 3, Hveem Stability- Set of 3 & Rice Gravity

^^ Set of Ignition Oven Correction Factors = 3 Diff AC + 2 Blanks (For TxDOT & Contractor = 2 Sets)

Williamson County 2022 Price List

Concrete (400-A Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	$93
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	$93
Unit Weight	Tex-404-A	ea.	$93
Percent Solids and Voids in Concrete Aggregates	Tex-405-A (incl. Tex-403-A & Tex-404-A to calculate)	ea.	$239
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A, Part I	ea.	$109
% Limestone in Decantation Material	Tex-406-A, Part III	ea.	$380
Organic Matter Content	ASTM D 2974	ea.	$109
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	$109
Los Angeles Abrasion ^^^	Tex-410-A	ea.	$337
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	$337
Deleterious Material (refer to ASTM C 142 for fine agg)	Tex-413-A	ea.	$109
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	$28
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	$28
Pressure Slake	Tex-431-A	ea.	$271
Freezer Thaw	Tex-432-A	ea.	$271
24 Hr Water Absorption	Tex-433-A	ea.	$93
Polish Test for Coarse Aggregate	AASHTO T 279/ Tex-438-A	ea.	$1,681
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	$60
Micro-Deval Abrasion	Tex-461-A	ea.	$337
Moisture Susceptibility	Tex-530-C	ea.	$60
Clay Lumps & Friable Particles in Coarse Aggregates	ASTM C 142	ea.	$217
Clay Lumps & Friable Particles in Fine Aggregates	ASTM C 142	ea.	$109
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260 ASTM C1567	ea.	$1,626
Uncompacted Void of Fine Aggregate (Add Bulk Specific Gravity & Absorption for calculation)	AASHTO T-304	ea.	$93

Asphalt (500-C Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Boil Test	Tex-530-C	ea.	$60.00
Rubber Property—Resilience by Vertical Rebound	ASTM D2632	ea.	$60.00
Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel	AASHTO R 28	ea.	$196.00
Solubility of Bituminous Materials	Tex-507-C/AASHTO T 44	ea.	$196.00
Flash and Fire Points by Cleveland Open Cup	Tex-504-C/AASHTO T 48	ea.	$120.00
Penetration of Bituminous Materials	Tex-502-C/AASHTO T 49	ea.	$120.00
Float Test for Bituminous Materials	Tex-519-C/AASHTO T 50	ea.	$120.00
Ductility of Asphalt Materials	Tex-503-C/AASHTO T 51	ea.	$217.00
Softening Point of Bitumen (Ring and Ball	Tex-505-C/AASHTO T 53	ea.	$163.00
Distillation of Cutback Asphalt Products	Tex-515-C/AASHTO T 78	ea.	$217.00
Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C/AASHTO T 179	ea.	$109.00
Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C/AASHTO T 201	ea.	$131.00
Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C/AASHTO T 202	ea.	$136.00
Specific Gravity (Pycnometer)	Tex-508-C/AASHTO T 228	ea.	$131.00
Rolling Thin-Film Oven Testing	AASHTO T 240	ea.	$271.00
Specific Gravity of Liquid Asphalts by Hydrometer (Cutback)	AASHTO T 295	ea.	$131.00
Elastic Recovery Test of Bituminous Materials by Means of a Ductilometer	Tex-539-C/AASHTO T 301	ea.	$271.00
Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)	AASHTO T 313	ea.	$174.00
Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	$109.00
- Additional DSR Readings	AASHTO T 315	ea.	$60.00
Viscosity Determination of Asphalt Binder Using Rotational Viscometer	AASHTO T 316	ea.	$114.00
MultipleStress Creep and Recovery (MSCR) at 64° C, 25mm plate, 1mm gap	AASHTO T 350	ea.	$55.00
Cement Mixing	AASHTO T 59	ea.	$114.00
Demulsibility	AASHTO T 59	ea.	$131.00
Density	AASHTO T 59	ea.	$131.00
Particle Charge	AASHTO T 59	ea.	$114.00
Residue by Distillation	AASHTO T 59	ea.	$217.00
- Additional Distillation	AASHTO T 59 or AASHTO T 78	ea.	$109.00
Residue by Evaporation	AASHTO T 59	ea.	$114.00
Saybolt Viscosity at 25° C (77°F)	AASHTO T 59	ea.	$131.00
Saybolt Viscosity at 50° C (122°F)	AASHTO T 59	ea.	$141.00
Sieve Test	AASHTO T 59	ea.	$114.00
Settlement and Storage Stability (Emulsion)	AASHTO T 59/ASTM D6930	ea.	$82.00
Specific Gravity (Emulsion)	AASHTO T 59/ASTM D6937	ea.	$82.00
Spot Test of Asphaltic Materials	Tex-509-C/AASHTO T 102	ea.	$217.00
Water in Petroleum Products and Bituminous Materials by Distillation	ASTM D95	ea.	$103.00
Polymer Separation, 48 hr.	Tex-540-C	ea.	$114.00
Asphalt Binder Water in Petroleum	Tex-501-C/AASHTO T 55	ea.	$71.00

Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93°C (200°F)	Tex-512-C/AASHTO T 79	ea.	$109.00
Saybolt Viscosity	Tex-513-C/AASHTO T 72	ea.	$141.00

Chemical (600-J Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Testing Lime- % Solids	Tex-600-J, Part III	ea.	$114
Acid Insoluble Residue for Fine Aggregate	Tex-612-J/ ASTM D 3042	ea.	$380
Aluminum Oxide Content	ASTM C 25	ea.	$868
Chloride (Cl)	ASTM D 512	ea.	$60
Sulfate (SO4)	ASTM D 516	ea.	$60
Alkalies (Na2O + .0658K20)	ASTM D 4191 & D 4192	ea.	$60
Total Solids	AASTHO T 26	ea.	$114
Methylene Blue Value	AASHTO T 330	ea.	$380

SCM Patching Mix (can include different tests below)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Kinematic Viscosity	AASHTO T 201 (ASTM D 2170	ea.	$66
Water %	AASHTO T 55 (ASTM D 95)	ea.	$66
Flash Point	AASHTO T 79	ea.	$60
Distillation Test	AASHTO T 78 (ASTM D 402)	ea.	$163
Tests on Distillation Residue		ea.	-
Penetration	AASHTO T 49 (ASTM D 5)	ea.	$120
Solubility in Trichloroethylene	AASHTO T 44 (ASTM D 2042)	ea.	$196
			-
Residual Asphalt content, exclusive of volatiles	Tex-210-F	ea.	$141
Hydrocarbon Volatile Content of mix, percent by weight	Tex-213F	ea.	$163
Moisture Content	Tex-212 Part I	ea.	$55
Hveem Stability	Tex-208F	ea.	$131
Gradation Sieve	Tex-200-F, Part II	ea.	$93
Lab Molded Density	Tex-207-F, Part I	ea.	$55
AC %		ea.	$141
Resistance to water damage		ea.	$55
Engineer Review (2 hrs)		ea.	$326
		Total	**$1,831**

Williamson County 2022 Price List

Rapid Cure (can include different tests below)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Gradation	Tex-200-F, Part II	ea.	$93
Asphalt Content		ea.	$136
Hydrocarbon Vol Content	Tex-213F	ea.	$109
Moisture Content	Tex-212 Part I	ea.	$109
Abson Recovery		ea.	$271
Distillation Range		ea.	$217
Pen		ea.	$55
Duct		ea.	$55
Stability As is		ea.	$131
Stability Cured		ea.	$131
Lab Molded Density (mold, GA, GR)		ea.	$174
Resistance to Moisture		ea.	$55
Engineer Review (2 hrs)		ea.	$326
		Total	**$1,862**

Commissioners Court - Regular Session **54.**

Meeting Date: 06/27/2023

Authorize Issuing IFB #23IFB91 O'Conner Drive Milling and Overlay for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for O'Conner Drive Milling and Overlay for the Road and Bridge Department, under IFB #23IFB90.

Background

Williamson County is seeking qualified contractors to provide materials, experienced milling, sealing, overlay, and striping crew and equipment to resurface O'Connor Dr from RM 620 to SH 45. The budgeted amount is $1,506,717.00. The funding source is 01.0200.0210.003599 and the department point of contact is Kon Kwon.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 04:54 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:52 AM
Form Started By: Johnny Grimaldo		Started On: 06/21/2023 01:55 PM
Final Approval Date: 06/22/2023		

Commissioners Court - Regular Session **55.**

Meeting Date: 06/27/2023

Authorize Issuing RFQ #23RFSQ86 Engineering Services for Corridor K from I35 to East Wilco Highway for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for the development of schematics and possible design of Corridor K from I 35 to East Wilco Highway, under RFQ 23RFSQ86. The funding source is FY24 LRTP

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of schematics and possible design of Corridor K from I 35 to East Wilco Highway. Williamson County is anticipating selecting one firm for this work . The budgeted amount is $2,750,000.00. The funding source is FY24 Long Range Transportation Plan, and the point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 02:07 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 02:16 PM
Form Started By: Johnny Grimaldo		Started On: 06/20/2023 08:51 AM
Final Approval Date: 06/21/2023		

Commissioners Court - Regular Session **56.**

Meeting Date: 06/27/2023

Authorize Issuing IFB #23IFB89 Aggregates for Surface Treatments for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Aggregates for Surface Treatments for Road and Bridge, under IFB #23IFB89.

Background

Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. The budgeted amount is $400,000.00. The funding source is 01.0200.0210.003556 ($300,000.00) and 01.0200.0210.003597 ($100,000.00). The department point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 04:52 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:26 AM
Form Started By: Johnny Grimaldo		Started On: 06/20/2023 08:53 AM
Final Approval Date: 06/22/2023		

Commissioners Court - Regular Session **57.**

Meeting Date: 06/27/2023

Authorize Issuing IFB #23IFB90 CR130 Pavement Rehabilitation for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for CR130 Pavement Rehabilitation for Road and Bridge Department, under IFB #23IFB90. Funding Source is P626.

Background

Williamson County is seeking qualified contractors to provide materials, experienced milling/excavating, stabilizing, sealing, hot mix asphalt concrete (HMAC) paving crew and equipment to rehabilitate CR 130 from Chandler Rd to 1st Curve. The budgeted amount is $1,342,209.00. The funding source is P626 and the point of contact is Kon Kwon.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 06:20 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:34 AM
Form Started By: Johnny Grimaldo		Started On: 06/20/2023 12:34 PM
Final Approval Date: 06/22/2023		

Commissioners Court - Regular Session **58.**

Meeting Date: 06/27/2023

Authorize Issuing IFB#23IFB67 for Construction of the First Phase Corridor C / SH 29 for HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Construction of the First Phase of Corridor C/ SH29, under IFB #23IFB67. Funding Source is P459.

Background

Williamson County is seeking qualified contractors for the construction of the first phase of a new project linking Sam Houston Avenue to SH 29 through a 2-lane roadway that overpasses SH 130. Budgeted amount: $36,100,000.00. Funding source is P459. Department point of contact is Donald Peterson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 04:56 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:40 AM
Form Started By: Gretchen Glenn		Started On: 06/20/2023 03:28 PM
Final Approval Date: 06/22/2023		

Commissioners Court - Regular Session **59.**

Meeting Date: 06/27/2023

Chandler Corridor Segment 1 Contract Assignment - Dannenbaum to DEC

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the Chandler Corridor Segment 1 Consent to Contract Assignment between Williamson County and DEC - Central Texas, LLC, relating to the LTP Corridor Program. Project: P599 Funding Source: LTP Corridor

Background

Dannenbaum Engineering Company - Austin, LLC has changed its name to DEC - Central Texas, LLC and is requesting approval of assigning all 22RFSQ134 Chandler Corridor Segment 1 (SH130 to CR101/Corridor E) contract responsibilities to DEC - Central Texas, LLC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ChandlerCorridorSeg1-DEC-ContractAssignment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:31 AM
Form Started By: Marie Walters		Started On: 06/21/2023 04:05 PM
Final Approval Date: 06/22/2023		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Dannenbaum Engineering Company – Austin, LLC** (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **DEC – Central Texas, LLC** (hereinafter "Assignee") in the contract(s) described as follows:

> **22RFSQ134 Chandler Corridor Segment 1 (SH130 to CR101/Corridor E)**, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment 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 Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____ _____, 20___

ASSIGNOR:

Dannenbaum Engineering Company- Austin, LLC

By: Shari F. Bricarell

Printed Name: Shari F Bricarell

Title: Treasurer

Date: June 14th, 2023

ASSIGNEE:

DEC-CENTRAL TEXAS, LLC

By: Shari F. Bricarell

Printed Name: Shari F Bricarell

Title: Treasurer

Date: June 14th, 2023

Commissioners Court - Regular Session **60.**

Meeting Date: 06/27/2023

Final plat for the Santa Rita Ranch Phase 5 Section 3A subdivision – Pct 2

Submitted For: Robert Daigh **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 Santa Rita Ranch Phase 5, Section 3A subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 5 development. It consists of 20 single family lots, 1 open space/landscape/utility lot, and 1,161 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $5,964,503.35 has been posted with the County to cover the cost of the remaining construction in Santa Rita Ranch Phase 5, Section 3.

Timeline

2022-11-22 – initial submittal of the final plat
2022-11-22 – receipt of financial security for the remaining construction
2022-12-20 – 1st review complete with comments
2023-05-30 – 2nd submittal of final plat
2023-06-13 – 2nd review complete with comments clear
2023-06-13 – 3rd submittal of final plat with signatures
2023-06-22 – final plat placed on the June 27, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

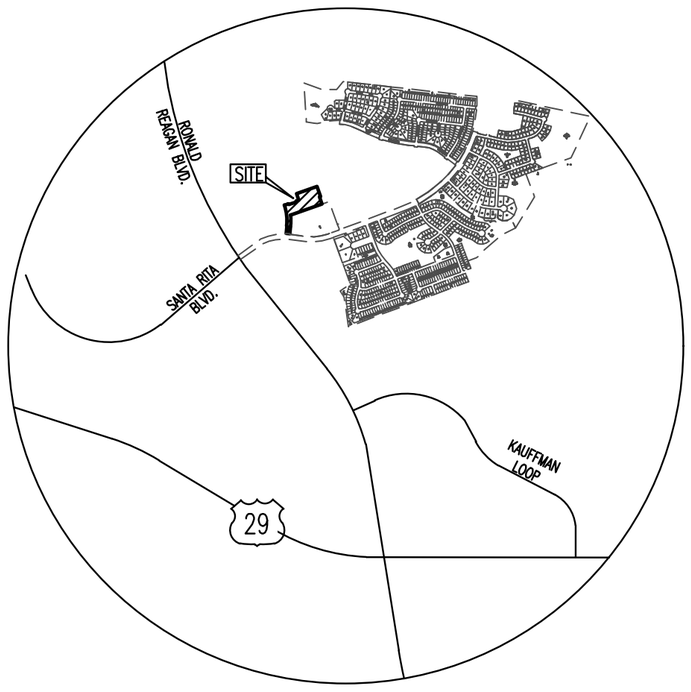
Attachments

final plat - Santa Rita Ranch Ph 5 Sec 3A

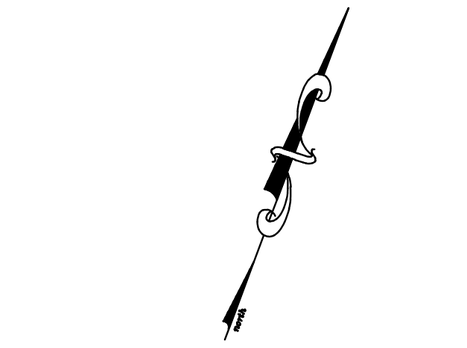
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:28 AM
Form Started By: Adam Boatright		Started On: 06/22/2023 11:08 AM
Final Approval Date: 06/22/2023		

SANTA RITA RANCH PHASE 5, SECTION 3A
FINAL PLAT

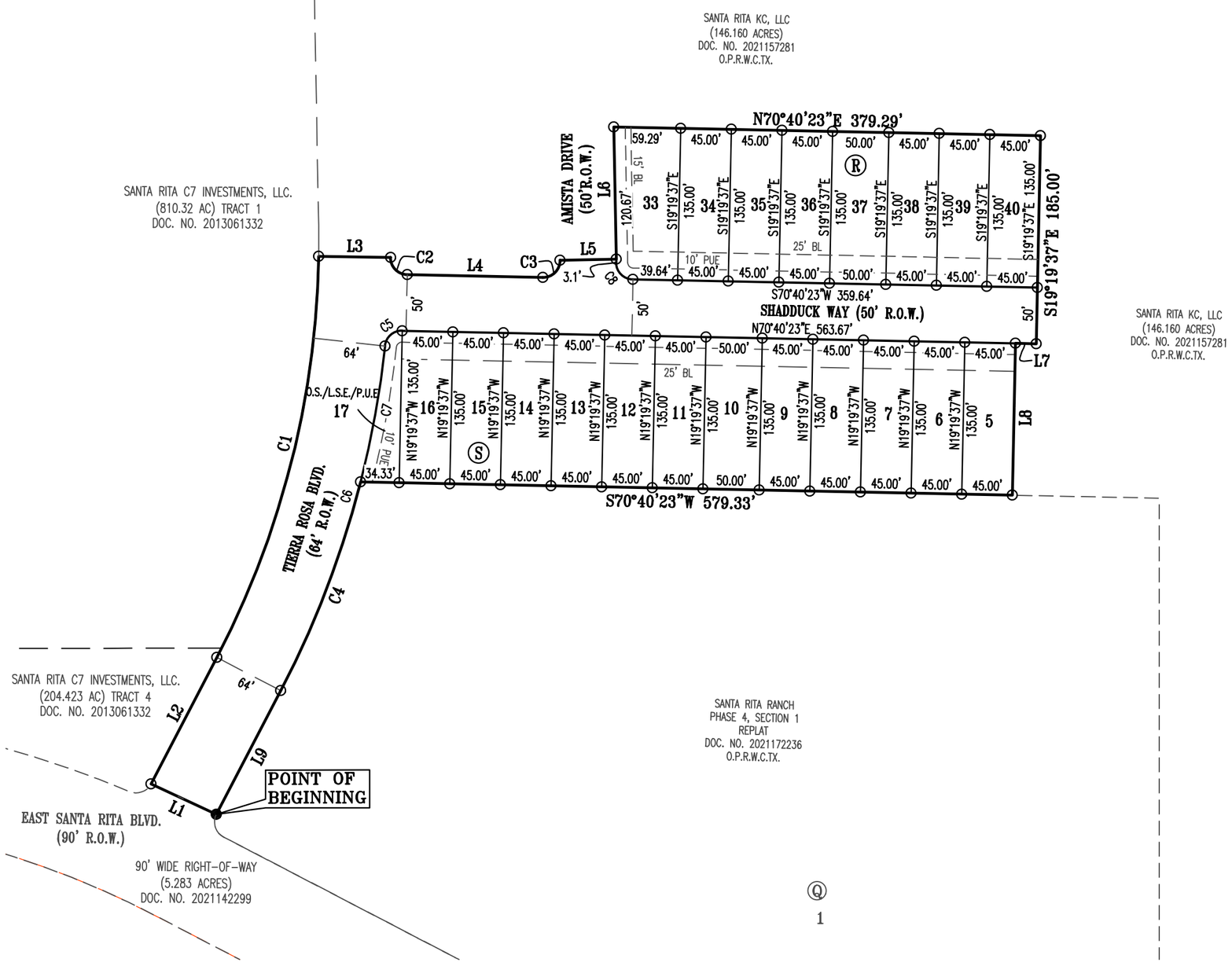


VICINITY MAP
APPROX. SCALE:
1"=2000'



LEGEND

●	1/2" IRON ROD FOUND
○	1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
B.L.	BUILDING SETBACK LINE
L.S.E	LANDSCAPE EASEMENT
O.S.	OPEN SPACE
P.U.E.	PUBLIC UTILITY EASEMENT
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION



DATE: MAY 30, 2023

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

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 4.359 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	21
SINGLE FAMILY LOTS:	20
O.S., L.S.E, & P.U.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
AMIST DRIVE	42'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
SHADDUCK WAY	608'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TIERRA ROSA BLVD.	511'	64' R.O.W.	44' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
TOTAL	1,161'					

Line Table

Line #	Length	Direction
L1	64.07	N85°35'02"W
L2	126.70	N07°01'44"E
L3	64.00	N70°27'14"E
L4	120.62	N70°40'23"E
L5	50.00	N68°27'35"E
L6	117.58	N21°32'25"W
L7	18.67	S70°40'23"W
L8	135.00	S19°19'37"E
L9	123.79	S07°01'44"W

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	371.06	800.00	N06°15'31"W	367.74	188.93	26°34'30"
C2	23.50	15.00	S64°26'11"E	21.17	14.94	89°46'51"
C3	24.14	15.00	N24°33'59"E	21.62	15.59	92°12'48"
C4	199.06	864.00	S00°25'44"W	198.62	99.97	13°12'01"
C5	22.25	15.00	S28°10'26"W	20.27	13.74	84°59'54"
C6	322.01	864.00	N03°38'54"W	320.15	162.89	21°21'13"
C7	122.95	864.00	N10°14'54"W	122.85	61.58	8°09'12"
C8	22.98	15.00	S65°26'01"E	20.80	14.43	87°47'12"

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\PLAT - SANTA RITA RANCH 5-3A

SANTA RITA RANCH PHASE 5, SECTION 3A
FINAL PLAT

METES AND BOUNDS

BEING A 4.359 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 146.160 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND A PORTION OF A CALLED 195.138 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2021003517, O.P.R.W.C.TX., SAID 4.359 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWESTERN CORNER OF LOT 1, BLOCK Q, SANTA RITA RANCH PHASE 4 SECTION 1 REPLAT, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021172236, O.P.R.W.C.TX., BEING ON THE NORTH LINE OF EAST SANTA RITA BOULEVARD (90' WIDE RIGHT-OF-WAY PER DOCUMENT NO. 2021142299, O.P.R.W.C.TX.), SAME BEING THE SOUTH LINE OF SAID 146.160 ACRE TRACT, FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE NORTH LINE OF SAID EAST SANTA RITA BOULEVARD, BEING THE SOUTH LINE OF SAID 146.160 ACRE TRACT, N85°35'02"W, A DISTANCE OF 64.07 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHWEST CORNER OF SAID 146.160 ACRE TRACT OF LAND AND THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE WEST LINE OF SAID 146.160 ACRE TRACT, OVER AND ACROSS THAT 204.423 ACRE TRACT (TRACT 4) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC. BY DEED RECORDED IN DOCUMENT NUMBER 2013061332, O.P.R.W.C.TX., OVER AND ACROSS THAT 810.32 ACRE TRACT (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC. BY DEED RECORDED IN DOCUMENT NUMBER 2013061332, O.P.R.W.C.TX., THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) N07°01'44"E, A DISTANCE OF 126.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 800.00 FEET, AN ARC LENGTH OF 371.06 FEET, AND A CHORD THAT BEARS N06°15'31"W, A DISTANCE OF 367.74 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, ACROSS SAID 146.160 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10,

1) N70°27'14"E, A DISTANCE OF 64.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.50 FEET, AND A CHORD THAT BEARS S64°26'11"E, A DISTANCE OF 21.17 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) N70°40'23"E, A DISTANCE OF 120.62 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
4) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.14 FEET, AND A CHORD THAT BEARS N24°33'59"E, A DISTANCE OF 21.62 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) N68°27'35"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) N21°32'25"W, A DISTANCE OF 117.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) N70°40'23"E, A DISTANCE OF 379.29 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) S19°19'37"E, A DISTANCE OF 185.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
9) S70°40'23"W, A DISTANCE OF 18.67 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
10) S19°19'37"E, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER ON THE NORTH LINE OF SAID LOT 1, BLOCK Q,

THENCE, WITH THE NORTH AND WEST LINES OF SAID LOT 1, BLOCK Q, ACROSS AND PARTIALLY WITH THE SOUTH LINE OF SAID 146.160 ACRE TRACT, AND ACROSS SAID 195.138 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) S70°40'23"W, A DISTANCE OF 579.33 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 864.00 FEET, AN ARC LENGTH OF 199.06 FEET, AND A CHORD THAT BEARS S00°25'44"W, A DISTANCE OF 198.62 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
3) S07°01'44"W, A DISTANCE OF 123.79 FEET TO THE POINT OF BEGINNING, AND CONTAINING 4.359 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PROPOSED ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNITL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. MAINTENANCE RESPONSIBILITY OF DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR 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.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 5, SECTION 3A
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF THAT CERTAIN CALLED 146.160 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND THAT 195.138 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021003517, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 4.359 ACRE 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,

"SANTA RITA RANCH PHASE 5, SECTION 3A FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 31 DAY OF May, 20 23.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 31 DAY OF May, 20 23 A.D.

Ashley Cuellar Sousa
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31 DAY OF May, A.D., 2023.

BY: Araceli Hernández
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 5-31-23
JERRY L. MILLARD, JR. DIRECTOR OF PLANNING — DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 31st DAY OF May, 2023 A.D.

Teresa Bak
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Teresa Baker
PRINTED NAME

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 5-31-2023
STEVEN P. CATES, P.E. NO. 93648 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: 31May2023
AARON V. THOMASON, R.P.L.S. NO. 6214 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

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

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

_____ _____
BILL GRAVELL JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\PLAT - SANTA RITA RANCH 5-3A

Commissioners Court - Regular Session **61.**

Meeting Date: 06/27/2023

Final plat for the Santa Rita Ranch Phase 5 Section 3B subdivision – Pct 2

Submitted For: Robert Daigh **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 Santa Rita Ranch Phase 5, Section 3B subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 5 development. It consists of 23 single family lots, and 1,467 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $5,964,503.35 has been posted with the County to cover the cost of the remaining construction in Santa Rita Ranch Phase 5, Section 3.

Timeline

2022-11-22 – initial submittal of the final plat
2022-11-22 – receipt of financial security for the remaining construction
2022-12-20 – 1st review complete with comments
2023-05-30 – 2nd submittal of final plat
2023-06-13 – 2nd review complete with comments clear
2023-06-13 – 3rd submittal of final plat with signatures
2023-06-22 – final plat placed on the June 27, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

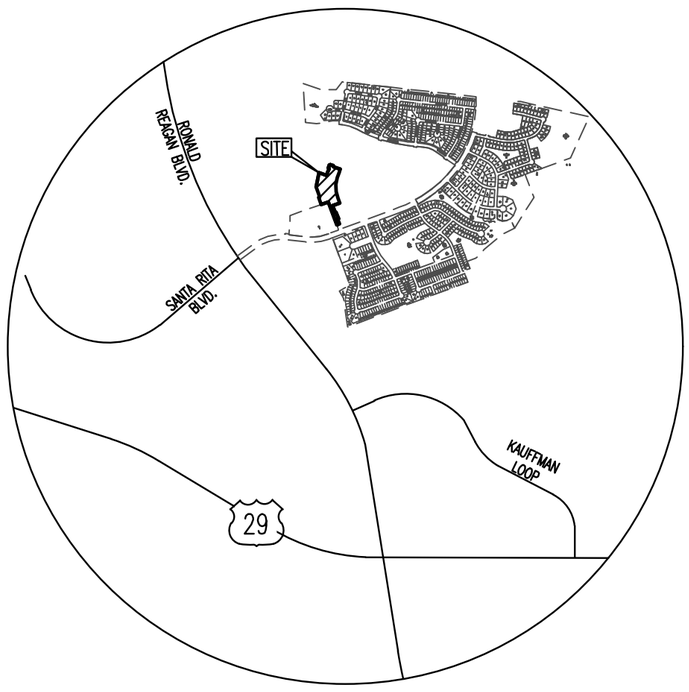
Attachments

final plat - Santa Rita Ranch Ph 5 Sec 3B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:28 AM
Form Started By: Adam Boatright		Started On: 06/22/2023 11:12 AM
Final Approval Date: 06/22/2023		

SANTA RITA RANCH PHASE 5, SECTION 3B
FINAL PLAT

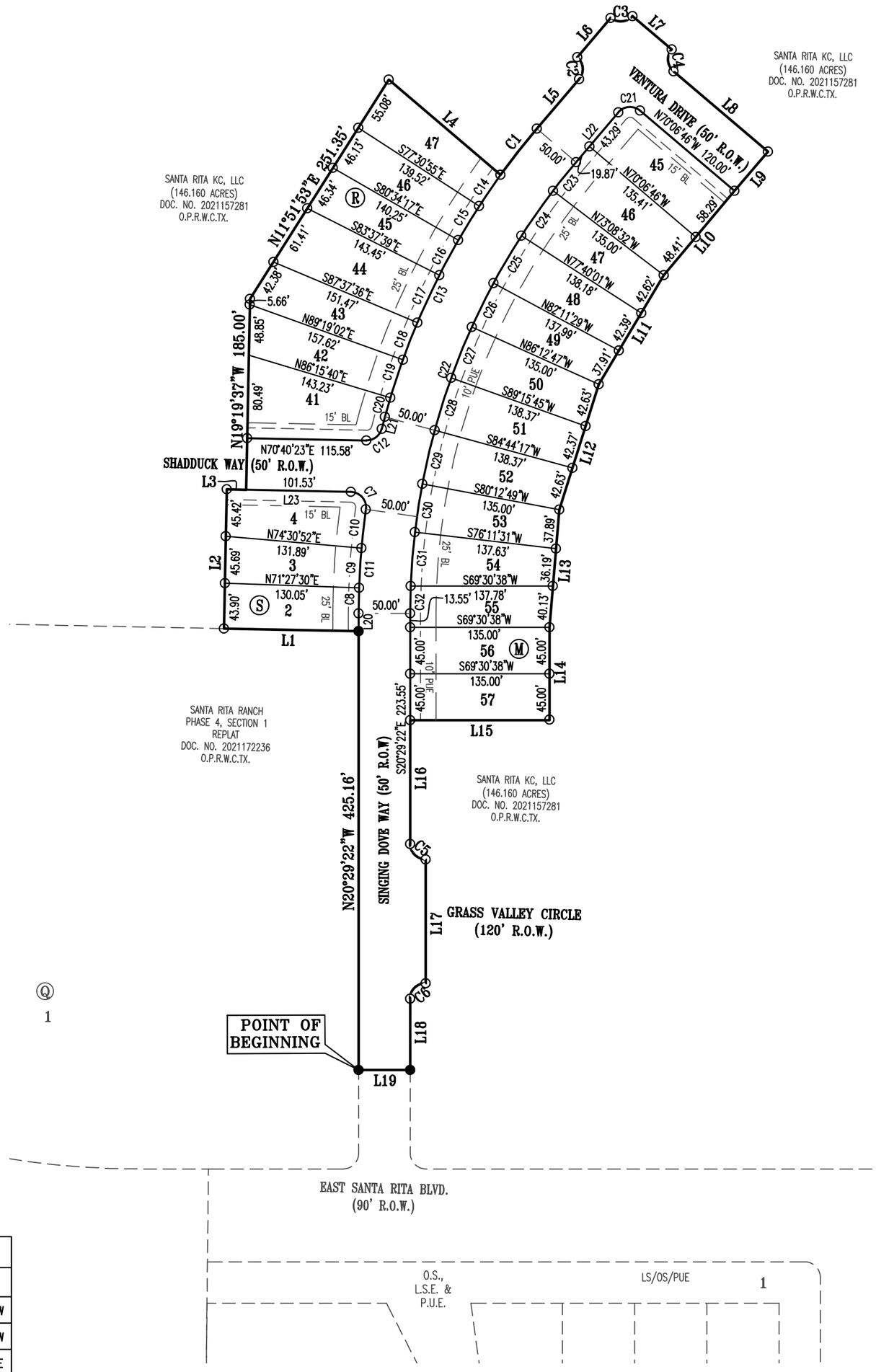


VICINITY MAP
APPROX. SCALE:
1"=2000'

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.



LEGEND

- ● 1/2" IRON ROD FOUND WTH "CBD SETSTONE" CAP
- ○ 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
- B.L. BUILDING SETBACK LINE
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION

DATE: MAY 30, 2023

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

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 5.016 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	23
SINGLE FAMILY LOTS:	23

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
GRASS VALLEY CIRCLE	40'	120' R.O.W.	103' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
SHADDUCK WAY	148'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
SINGING DOVE WAY	1,079'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
VENTURA DRIVE	200'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	1,467'					

Line Table

Line #	Length	Direction
L1	130.47	S70°40'23"W
L2	135.00	N19°19'37"W
L3	18.67	N70°40'23"E
L4	142.23	S70°06'46"E
L5	63.16	N19°53'14"E
L6	50.00	N19°53'14"E
L7	50.00	S70°06'46"E
L8	120.00	S70°06'46"E
L9	50.00	S19°53'14"W
L10	106.70	S19°28'55"W
L11	122.92	S10°19'21"W
L12	127.63	S02°59'59"E
L13	114.22	S15°46'18"E
L14	90.00	S20°29'22"E
L15	135.00	S69°30'38"W
L16	120.00	S20°29'22"E
L17	120.00	S20°29'22"E
L18	69.09	S20°29'22"E
L19	50.00	S69°30'38"W
L20	17.47	S20°29'22"E
L21	12.11	N05°44'26"W
L22	63.16	S19°53'14"W
L23	120.20	N70°40'23"E

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	56.90	725.00	N17°38'20"E	56.88	28.46	4°29'47"
C2	23.56	15.00	N25°06'46"W	21.21	15.00	90°00'00"
C3	23.56	15.00	N64°53'14"E	21.21	15.00	90°00'00"
C4	23.56	15.00	S25°06'46"E	21.21	15.00	90°00'00"
C5	23.56	15.00	S65°29'22"E	21.21	15.00	90°00'00"
C6	23.56	15.00	S24°30'38"W	21.21	15.00	90°00'00"
C7	25.35	15.00	N60°55'08"W	22.44	16.90	96°48'57"
C8	24.64	725.00	S19°30'56"E	24.64	12.32	1°56'51"
C9	38.67	725.00	S17°00'49"E	38.67	19.34	3°03'22"
C10	37.64	725.00	S13°59'54"E	37.63	18.82	2°58'28"
C11	100.95	725.00	S16°30'01"E	100.87	50.56	7°58'42"
C12	20.13	15.00	N32°13'37"E	18.65	11.91	76°53'31"
C13	261.33	725.00	S05°03'52"W	259.92	132.10	20°39'10"
C14	36.77	725.00	S13°56'16"W	36.77	18.39	2°54'21"
C15	38.67	725.00	S10°57'24"W	38.67	19.34	3°03'22"
C16	38.67	725.00	S07°54'02"W	38.67	19.34	3°03'22"

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C17	50.60	725.00	S04°22'23"W	50.59	25.31	3°59'57"
C18	38.67	725.00	S00°50'43"W	38.67	19.34	3°03'22"
C19	38.67	725.00	S02°12'39"E	38.67	19.34	3°03'22"
C20	19.27	725.00	S04°30'02"E	19.27	9.64	1°31'23"
C21	23.56	15.00	S64°53'14"W	21.21	15.00	90°00'00"
C22	475.67	675.00	S00°18'04"E	465.89	248.19	40°22'35"
C23	35.69	675.00	S18°22'21"W	35.69	17.85	3°01'46"
C24	53.30	675.00	S14°35'44"W	53.29	26.67	4°31'28"
C25	53.30	675.00	S10°04'15"W	53.29	26.67	4°31'28"
C26	47.38	675.00	S05°47'52"W	47.37	23.70	4°01'18"
C27	53.30	675.00	S01°31'29"W	53.29	26.67	4°31'28"
C28	53.30	675.00	S02°59'59"E	53.29	26.67	4°31'28"
C29	53.30	675.00	S07°31'27"E	53.29	26.67	4°31'28"
C30	47.38	675.00	S11°47'50"E	47.37	23.70	4°01'18"
C31	52.25	675.00	S16°01'33"E	52.24	26.14	4°26'08"
C32	26.46	675.00	S19°21'59"E	26.45	13.23	2°14'44"

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\PLAT - SANTA RITA RANCH 5-3B

SANTA RITA RANCH PHASE 5, SECTION 3B
FINAL PLAT

METES AND BOUNDS

BEING A 5.016 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 146.160 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 5.016 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE EASTERN LINE OF LOT 1, BLOCK Q, SANTA RITA RANCH PHASE 4, SECTION 1 REPLAT, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021172236, O.P.R.W.C.TX., BEING AT THE NORTHWEST TERMINUS CORNER OF SINGING DOVE WAY (50' R.O.W.), SAME BEING ON THE SOUTH LINE OF SAID 146.160 ACRE TRACT OF LAND, FOR THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE EAST LINE OF SAID LOT 1, BLOCK Q, OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) N20°29'22"W, A DISTANCE OF 425.16 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
2) S70°40'23"W, A DISTANCE OF 130.47 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,

THENCE, OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES, NUMBERED 1 THROUGH 25,

1) N19°19'37"W, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR THE CORNER,
2) N70°40'23"E, A DISTANCE OF 18.67 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
3) N19°19'37"W, A DISTANCE OF 185.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
4) N11°51'53"E, A DISTANCE OF 251.35 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
5) S70°06'46"E, A DISTANCE OF 142.23 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
6) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 56.90 FEET, AND A CHORD THAT BEARS N17°38'20"E, A DISTANCE OF 56.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) N19°53'14"E, A DISTANCE OF 63.16 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
8) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N25°06'46"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
9) N19°53'14"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
10) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N64°53'14"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
11) S70°06'46"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
12) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S25°06'46"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
13) S70°06'46"E, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,
14) S19°53'14"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
15) S19°28'55"W, A DISTANCE OF 106.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
16) S10°19'21"W, A DISTANCE OF 122.92 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
17) S02°59'59"E, A DISTANCE OF 127.63 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
18) S15°46'18"E, A DISTANCE OF 114.22 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
19) S20°29'22"E, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
20) S69°30'38"W, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
21) S20°29'22"E, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
22) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S65°29'22"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
23) S20°29'22"E, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
24) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S24°30'38"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
25) S20°29'22"E, A DISTANCE OF 69.09 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE NORTHEAST TERMINUS CORNER OF SAID SINGING DOVE WAY, BEING ON THE SOUTH LINE OF SAID 146.160 ACRE TRACT OF LAND, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S69°30'38"W, WITH THE SOUTH LINE OF SAID 146.160 ACRE TRACT OF LAND AND THE NORTH TERMINUS LINE OF SAID SINGING DOVE WAY, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 5.016 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PROPOSED ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNITL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. MAINTENANCE RESPONSIBILITY OF DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR 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.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 5, SECTION 3B
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF THAT CERTAIN CALLED 146.160 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 5.016 ACRE 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,

"SANTA RITA RANCH PHASE 5, SECTION 3B FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 31 DAY OF May, 20 23.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 31 DAY OF May, 20 23 A.D.

Ashley Cuellar Sousa
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31 DAY OF May, A.D., 2023.

BY: Araceli Hernandez
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 5-31-23
JERRY L. MILLARD, JR. DIRECTOR OF PLANNING — DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 31st DAY OF May, 2023 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Teresa Baker
PRINTED NAME

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 5-31-2023
STEVEN P. CATES, P.E. NO. 93648 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 31MAY2023
AARON V. THOMASON, R.P.L.S. NO. 6214 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

_____ _____
BILL GRAVELL JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

Commissioners Court - Regular Session **62.**

Meeting Date: 06/27/2023

Final plat for the Santa Rita Ranch Phase 5 Section 3C subdivision – Pct 2

Submitted For: Robert Daigh **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 Santa Rita Ranch Phase 5, Section 3C subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 5 development. It consists of 73 single family lots, 2 open space/landscape/utility lot, and 3,060 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $5,964,503.35 has been posted with the County to cover the cost of the remaining construction in Santa Rita Ranch Phase 5, Section 3.

Timeline

2022-11-22 – initial submittal of the final plat
2022-11-22 – receipt of financial security for the remaining construction
2022-12-21 – 1st review complete with comments
2023-05-30 – 2nd submittal of final plat
2023-06-13 – 2nd review complete with comments clear
2023-06-13 – 3rd submittal of final plat with signatures
2023-06-22 – final plat placed on the June 27, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

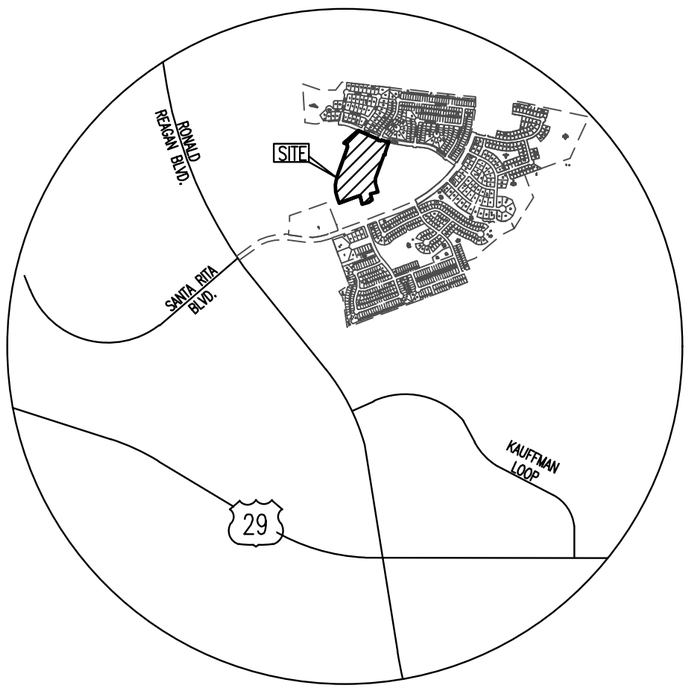
Attachments

final plat - Santa Rita Ranch Ph 5 Sec 3C

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:29 AM
Form Started By: Adam Boatright		Started On: 06/22/2023 11:17 AM
Final Approval Date: 06/22/2023		

SANTA RITA RANCH PHASE 5, SECTION 3C
FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

LEGEND

- 1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP
- ○ 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
- B.L. BUILDING SETBACK LINE
- L.S.E LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.



DATE: MAY 30, 2023

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

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 17.534 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	75
SINGLE FAMILY LOTS:	73
O.S., L.S.E, & P.U.E. LOTS:	2

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
ECHO PASS	1,313'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
HOLLISTER DRIVE	1,105'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
RANCHLAND PASS	482'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
VENTURA DRIVE	160'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	3,060'					

SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\PLAT - SANTA RITA RANCH 5-3C

SANTA RITA RANCH PHASE 5, SECTION 3C
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	290.63	2300.00	S66°53'10"E	290.44	145.51	7°14'24"
C2	23.66	15.00	S25°18'34"E	21.29	15.10	90°23'36"
C3	22.94	15.00	N63°42'01"E	20.77	14.39	87°37'33"
C4	123.95	2300.00	S74°01'51"E	123.93	61.99	3°05'16"
C5	20.53	525.00	N82°34'59"W	20.52	10.26	2°14'24"
C6	23.56	15.00	N64°53'14"E	21.21	15.00	90°00'00"
C7	112.67	475.00	S76°54'29"E	112.40	56.60	13°35'25"
C8	23.56	15.00	S25°06'46"E	21.21	15.00	90°00'00"
C9	21.03	25.00	S46°01'05"E	20.41	11.18	48°11'23"
C10	162.65	50.00	S64°53'14"W	99.85	897.21	186°22'46"
C11	9.88	50.00	N27°34'59"W	9.86	4.96	11°19'11"
C12	46.39	50.00	N59°49'13"W	44.74	25.01	53°09'18"
C13	34.79	50.00	S73°40'14"W	34.09	18.13	39°51'48"
C14	40.07	50.00	S30°46'46"W	39.01	21.18	45°55'09"
C15	31.52	50.00	S10°14'29"E	31.00	16.30	36°07'20"
C16	21.03	25.00	N04°12'28"W	20.41	11.18	48°11'23"
C17	23.56	15.00	N64°53'14"E	21.21	15.00	90°00'00"
C18	124.53	525.00	S76°54'29"E	124.24	62.56	13°35'25"
C19	104.00	525.00	S75°47'17"E	103.83	52.17	11°21'01"
C20	23.56	15.00	S64°53'14"W	21.21	15.00	90°00'00"
C21	23.56	15.00	S25°06'46"E	21.21	15.00	90°00'00"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C22	23.56	15.00	S25°06'46"E	21.21	15.00	90°00'00"
C23	39.27	25.00	S64°53'14"W	35.36	25.00	90°00'00"
C24	23.56	15.00	N25°06'46"W	21.21	15.00	90°00'00"
C25	23.56	15.00	N64°53'14"E	21.21	15.00	90°00'00"
C26	23.56	15.00	S64°53'14"W	21.21	15.00	90°00'00"
C27	168.87	275.00	S02°17'44"W	166.23	87.19	35°10'59"
C28	63.05	275.00	S08°43'41"E	62.91	31.66	13°08'08"
C29	86.19	275.00	S06°49'06"W	85.84	43.45	17°57'28"
C30	19.63	275.00	S17°50'32"W	19.63	9.82	4°05'24"
C31	23.56	15.00	N25°06'46"W	21.21	15.00	90°00'00"
C32	139.46	255.00	S04°13'09"W	137.73	71.52	31°20'10"
C33	8.11	255.00	S18°58'34"W	8.11	4.06	1°49'20"
C34	45.60	255.00	S12°56'33"W	45.54	22.86	10°14'42"
C35	45.60	255.00	S02°41'51"W	45.54	22.86	10°14'42"
C36	40.16	255.00	S06°56'13"E	40.12	20.12	9°01'26"
C37	22.10	25.00	N13°52'25"E	21.39	11.83	50°38'43"
C38	12.28	25.00	N02°37'35"E	12.16	6.27	28°09'02"
C39	9.82	25.00	N27°56'56"E	9.75	4.97	22°29'41"
C40	301.31	60.00	N75°19'52"E	70.76	43.81	287°43'51"
C41	49.56	60.00	S15°31'53"W	48.17	26.29	47°19'49"
C42	39.83	60.00	S27°09'03"E	39.10	20.68	38°02'03"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C43	35.82	60.00	S63°16'22"E	35.29	18.46	34°12'33"
C44	35.82	60.00	N82°31'05"E	35.29	18.46	34°12'33"
C45	35.82	60.00	N48°18'32"E	35.29	18.46	34°12'33"
C46	35.82	60.00	N14°05'58"E	35.29	18.46	34°12'33"
C47	51.26	60.00	N27°28'44"W	49.71	27.31	48°56'50"
C48	17.36	60.00	N60°14'36"W	17.30	8.74	16°34'55"
C49	25.69	25.00	S39°05'43"E	24.57	14.11	58°52'41"
C50	105.70	205.00	S05°06'56"W	104.54	54.05	29°32'36"
C51	44.64	205.00	S03°25'07"E	44.55	22.41	12°28'31"
C52	61.07	205.00	S11°21'11"W	60.84	30.76	17°04'05"
C53	23.56	15.00	S64°53'14"W	21.21	15.00	90°00'00"
C54	23.56	15.00	N25°06'46"W	21.21	15.00	90°00'00"
C55	199.57	325.00	S02°17'44"W	196.45	103.04	35°10'59"
C56	6.60	325.00	S19°18'19"W	6.60	3.30	1°09'51"
C57	46.00	325.00	S14°40'07"W	45.96	23.04	8°06'32"
C58	46.47	325.00	S06°31'05"W	46.43	23.27	8°11'32"
C59	51.40	325.00	S02°06'30"E	51.34	25.75	9°03'39"
C60	46.47	325.00	S10°44'06"E	46.43	23.27	8°11'32"
C61	2.64	325.00	S15°03'48"E	2.64	1.32	0°27'54"
C62	21.03	25.00	N08°47'56"E	20.41	11.18	48°11'23"
C63	13.13	50.00	S25°22'11"W	13.09	6.60	15°02'54"

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PROPOSED ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNITL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. MAINTENANCE RESPONSIBILITY OF DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR 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.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Line Table		
Line #	Length	Direction
L1	50.00	S70°06'46"E
L2	1.93	N19°53'14"E
L3	23.56	S14°25'32"W
L4	50.00	S06°17'49"W
L5	80.27	S00°09'30"W
L6	134.39	S74°42'15"W
L7	110.00	S15°17'45"E
L8	70.60	S55°58'47"W
L9	118.13	S74°42'15"W
L10	73.70	S72°52'12"W
L11	90.00	N20°29'22"W
L12	114.22	N15°46'18"W
L13	127.63	N02°59'59"W
L14	122.92	N10°19'21"E
L15	106.70	N19°28'55"E
L16	56.14	N07°09'37"W
L17	59.74	N70°06'46"W
L18	75.92	S63°15'58"E
L19	18.50	S70°06'46"E
L20	21.21	N25°06'46"W
L21	18.50	S70°06'46"E
L22	38.66	N19°53'14"E
L23	15.00	N70°06'46"W
L24	93.64	S19°53'14"W

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 5, SECTION 3C
FINAL PLAT

METES AND BOUNDS

BEING A 17.534 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 146.160 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 17.534 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE SOUTH LINE OF SANTA RITA RANCH PHASE 5, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022083761, O.P.R.W.C.TX., BEING THE SOUTH LINE OF LYNFIELD LANE (64' R.O.W.), SAME BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, WITH THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 2, WITH THE SOUTH LINE OF SANTA RITA RANCH PHASE 5, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022011059, O.P.R.W.C.TX., BOTH BEING THE SOUTH LINE OF SAID LYNFIELD LANE, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, AN ARC LENGTH OF 290.63 FEET, AND A CHORD THAT BEARS S66°53'10"E, A DISTANCE OF 290.44 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.66 FEET, AND A CHORD THAT BEARS S25°18'34"E, A DISTANCE OF 21.29 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
3) S70°06'46"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
4) N19°53'14"E, A DISTANCE OF 1.93 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.94 FEET, AND A CHORD THAT BEARS N63°42'01"E, A DISTANCE OF 20.77 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, AN ARC LENGTH OF 123.95 FEET, AND A CHORD THAT BEARS S74°01'51"E, A DISTANCE OF 123.93 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES, NUMBERED 1 THROUGH 23,

1) S14°25'32"W, A DISTANCE OF 23.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
2) S18°04'22"W, A DISTANCE OF 153.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
3) S06°17'49"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 20.53 FEET, AND A CHORD THAT BEARS N82°34'59"W, A DISTANCE OF 20.52 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
5) S19°53'14"W, A DISTANCE OF 443.55 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
6) S00°09'30"W, A DISTANCE OF 80.27 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
7) S15°05'04"E, A DISTANCE OF 158.67 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
8) S74°42'15"W, A DISTANCE OF 134.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
9) S15°17'45"E, A DISTANCE OF 110.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
10) S55°58'47"W, A DISTANCE OF 70.60 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
11) S74°42'15"W, A DISTANCE OF 118.13 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
12) N15°17'45"W, A DISTANCE OF 150.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
13) S72°52'12"W, A DISTANCE OF 73.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
14) S69°30'38"W, A DISTANCE OF 307.53 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
15) N20°29'22"W, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
16) N15°46'18"W, A DISTANCE OF 114.22 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
17) N02°59'59"W, A DISTANCE OF 127.63 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
18) N10°19'21"E, A DISTANCE OF 122.92 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
19) N19°28'55"E, A DISTANCE OF 106.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
20) N19°53'14"E, A DISTANCE OF 460.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
21) N07°09'37"W, A DISTANCE OF 56.14 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
22) N70°06'46"W, A DISTANCE OF 59.74 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER, AND
23) N48°43'59"E, A DISTANCE OF 331.24 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 2, BEING THE SOUTH LINE OF SAID LYNFIELD LANE, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S63°15'58"E, WITH THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 2, BEING THE SOUTH LINE OF SAID LYNFIELD LANE, A DISTANCE OF 75.92 FEET TO THE POINT OF BEGINNING, AND CONTAINING 17.534 ACRES OF LAND.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\PLAT - SANTA RITA RANCH 5-3C

SANTA RITA RANCH PHASE 5, SECTION 3C
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF THAT CERTAIN CALLED 146.160 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 17.534 ACRE 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,

"SANTA RITA RANCH PHASE 5, SECTION 3C FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 31 DAY OF May, 2023.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 31 DAY OF May, 2023 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Jason Rangel
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31 DAY OF May, A.D., 2023.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 5-31-23
JERRY L. MILLARD, JR. DIRECTOR OF PLANNING DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 31st DAY OF May, 2023 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Teresa Baker
PRINTED NAME

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 5/31/2023
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 31 MAY 2023
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL LAND SURVEYOR

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

_____ _____
BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\PLAT - SANTA RITA RANCH 5-3C

Commissioners Court - Regular Session **63.**

Meeting Date: 06/27/2023

Final plat for the Santa Rita Ranch Phase 5 Section 3D subdivision – Pct 2

Submitted For: Robert Daigh **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 Santa Rita Ranch Phase 5, Section 3D subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 5 development. It consists of 85 single family lots, 5 open space/landscape/utility lot, and 4,190 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $5,964,503.35 has been posted with the County to cover the cost of the remaining construction in Santa Rita Ranch Phase 5, Section 3.

Timeline

2022-11-22 – initial submittal of the final plat
2022-11-22 – receipt of financial security for the remaining construction
2022-12-21 – 1st review complete with comments
2023-05-30 – 2nd submittal of final plat
2023-06-13 – 2nd review complete with comments clear
2023-06-13 – 3rd submittal of final plat with signatures
2023-06-22 – final plat placed on the June 27, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

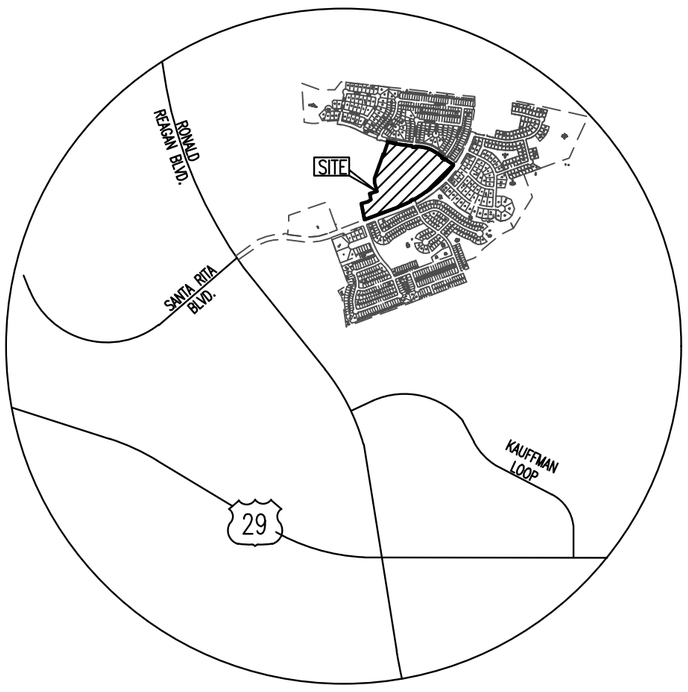
Attachments

final plat - Santa Rita Ranch Ph 5 Sec 3D

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:30 AM
Form Started By: Adam Boatright		Started On: 06/22/2023 11:19 AM
Final Approval Date: 06/22/2023		

SANTA RITA RANCH PHASE 5, SECTION 3D
FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

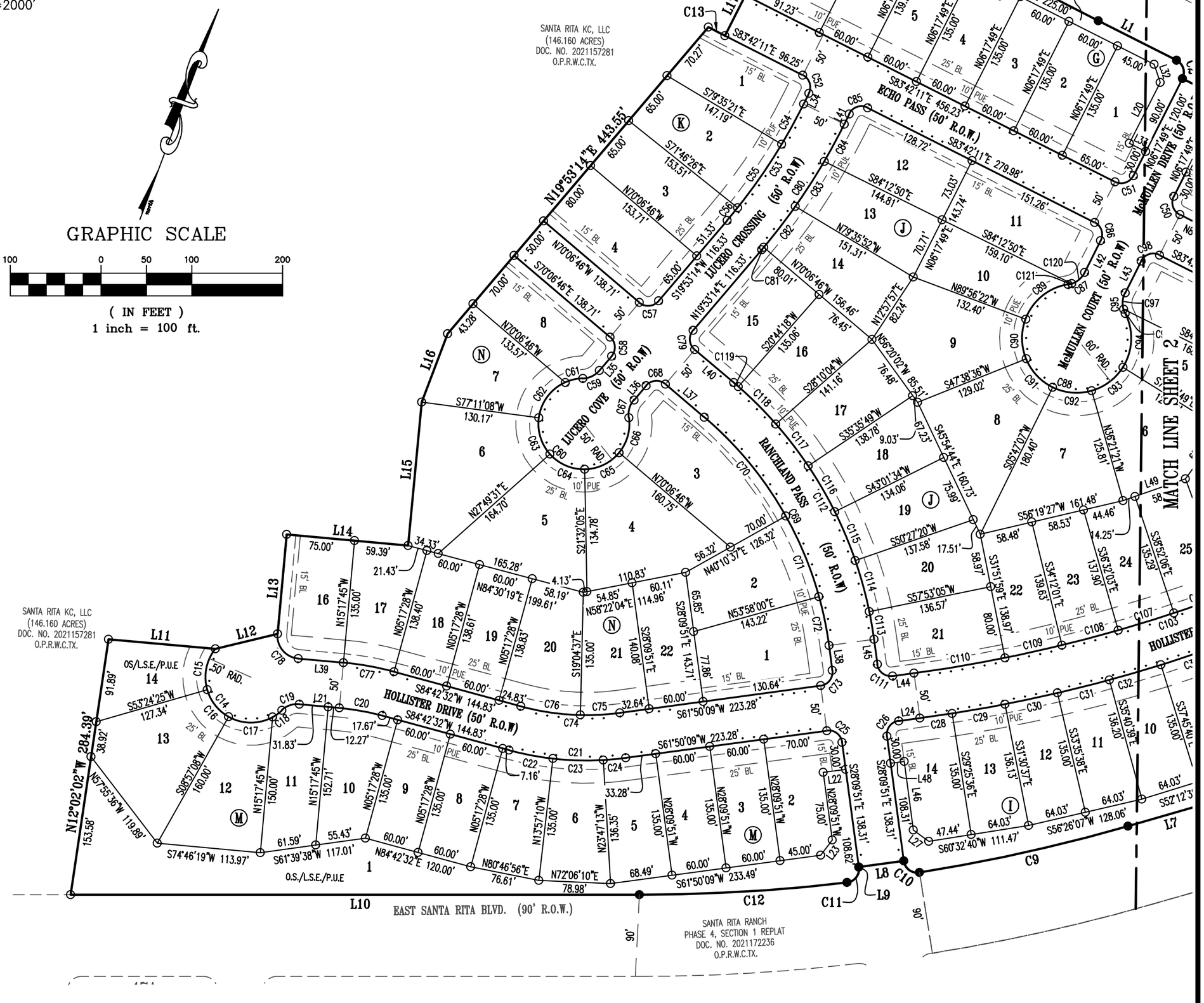
GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

LEGEND

- ● 1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP
- ○ 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
- B.L. BUILDING SETBACK LINE
- L.S.E LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION



DATE: MAY 30, 2023

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

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 26.534 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	90
SINGLE FAMILY LOTS:	85
O.S., L.S.E, & P.U.E. LOTS:	5

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
ECHO PASS	985'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
HOLLISTER DRIVE	1,579'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
LUCERO COVE	117'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
LUCERO CROSSING	369'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
McMULLEN COURT	148'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
McMULLEN DRIVE	160'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
RANCHLAND PASS	832'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	4,190'					

SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.
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J:\AC3D\5380\Survey\PLAT – SANTA RITA RANCH 5–3D

SANTA RITA RANCH PHASE 5, SECTION 3D
FINAL PLAT

LEGEND

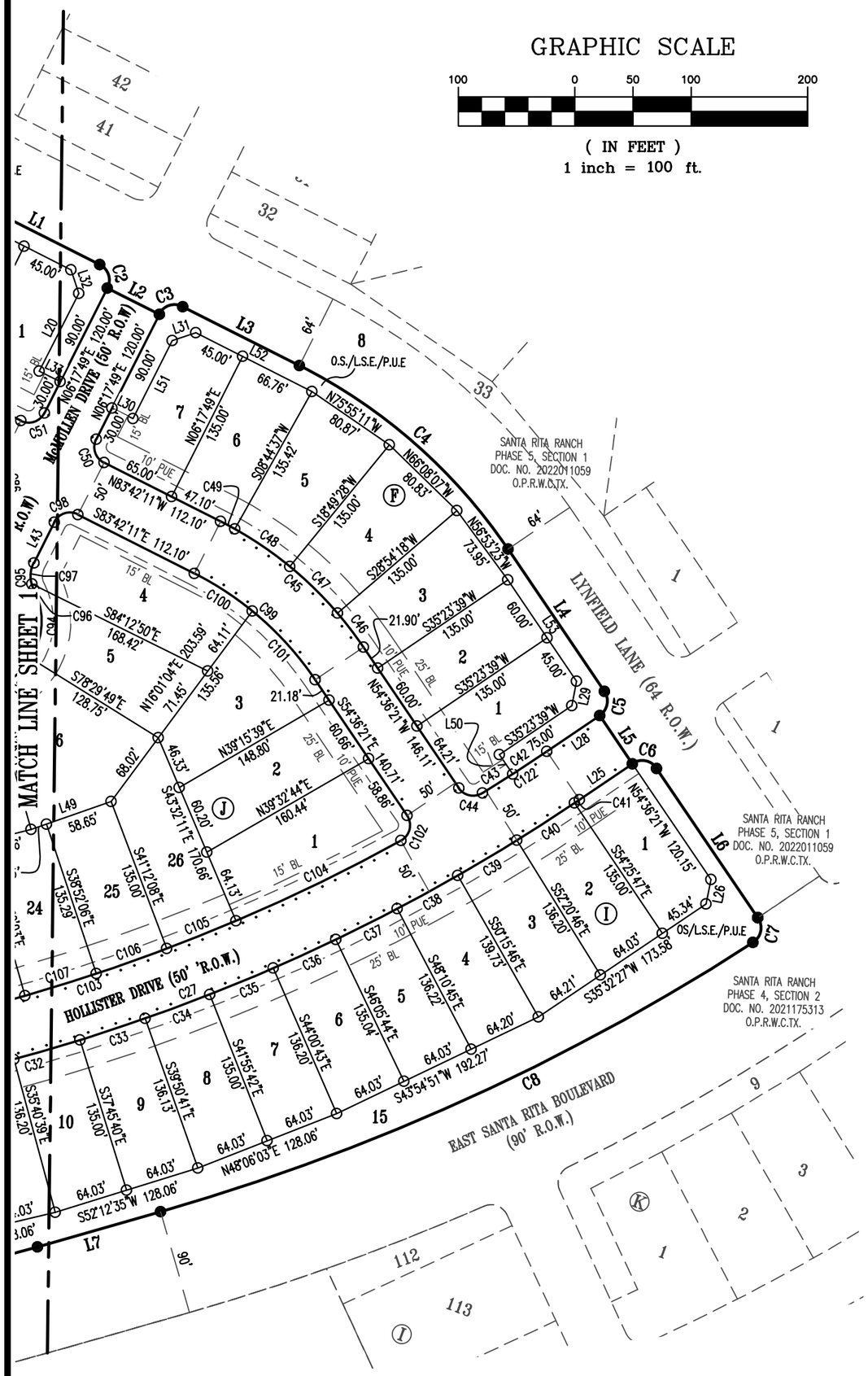
●	1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP
○	1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
B.L.	BUILDING SETBACK LINE
L.S.E	LANDSCAPE EASEMENT
O.S.	OPEN SPACE
P.U.E.	PUBLIC UTILITY EASEMENT
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION



GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	326.30	2300.00	S79°38'20"E	326.03	163.42	8°07'43"
C2	23.56	15.00	S38°42'11"E	21.21	15.00	90°00'00"
C3	23.56	15.00	N51°17'49"E	21.21	15.00	90°00'00"
C4	241.23	475.00	S69°09'16"E	238.64	123.27	29°05'51"
C5	23.56	15.00	S09°36'21"E	21.21	15.00	90°00'00"
C6	23.56	15.00	N80°23'39"E	21.21	15.00	90°00'00"
C7	23.88	15.00	S08°59'22"E	21.44	15.33	91°13'57"
C8	560.68	1900.00	S45°04'50"W	558.65	282.39	16°54'28"
C9	235.38	1955.00	S56°59'02"W	235.24	117.83	6°53'54"
C10	23.93	15.00	N73°51'56"W	21.47	15.37	91°24'11"
C11	23.81	15.00	S17°18'57"W	21.39	15.25	90°57'36"
C12	229.12	1955.00	S66°09'12"W	228.99	114.69	6°42'53"
C13	20.53	525.00	S82°34'59"E	20.52	10.26	2°14'24"
C14	149.51	50.00	S67°49'12"E	99.71	659.67	171°19'52"
C15	47.51	50.00	S09°22'25"E	45.74	25.72	54°26'19"
C16	38.79	50.00	S58°49'14"E	37.83	20.43	44°27'17"
C17	50.55	50.00	N69°59'19"E	48.43	27.67	57°55'37"
C18	12.66	50.00	N33°46'11"E	12.63	6.37	14°30'38"
C19	21.03	25.00	S50°36'33"W	20.41	11.18	48°11'23"
C20	48.02	275.00	S79°42'23"W	47.96	24.07	10°00'17"
C21	129.74	325.00	N73°16'21"E	128.88	65.75	22°52'23"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C22	49.13	325.00	N80°22'41"E	49.09	24.61	8°39'42"
C23	55.78	325.00	N71°07'48"E	55.71	27.96	9°50'03"
C24	24.83	325.00	N64°01'28"E	24.82	12.42	4°22'37"
C25	23.56	15.00	N73°09'51"W	21.21	15.00	90°00'00"
C26	23.56	15.00	S16°50'09"W	21.21	15.00	90°00'00"
C27	749.93	1625.00	N48°36'54"E	743.29	381.76	26°26'30"
C28	35.81	1625.00	N61°12'17"E	35.81	17.91	1°15'45"
C29	59.09	1625.00	N59°31'54"E	59.09	29.55	2°05'01"
C30	59.09	1625.00	N57°26'53"E	59.09	29.55	2°05'01"
C31	59.09	1625.00	N55°21'52"E	59.09	29.55	2°05'01"
C32	59.09	1625.00	N53°16'51"E	59.09	29.55	2°05'01"
C33	59.09	1625.00	N51°11'50"E	59.09	29.55	2°05'01"
C34	59.09	1625.00	N49°06'49"E	59.09	29.55	2°05'01"
C35	59.09	1625.00	N47°01'48"E	59.09	29.55	2°05'01"
C36	59.09	1625.00	N44°56'47"E	59.09	29.55	2°05'01"
C37	59.09	1625.00	N42°51'46"E	59.09	29.55	2°05'01"
C38	59.09	1625.00	N40°46'45"E	59.09	29.55	2°05'01"
C39	59.09	1625.00	N38°41'44"E	59.09	29.55	2°05'01"
C40	59.09	1625.00	N36°36'43"E	59.09	29.55	2°05'01"
C41	4.99	1625.00	N35°28'56"E	4.99	2.49	0°10'33"
C42	35.07	1575.00	N36°01'56"E	35.07	17.53	1°16'33"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C43	30.64	1575.00	N37°13'38"E	30.64	15.32	1°06'53"
C44	22.94	15.00	N81°35'22"E	20.77	14.39	87°36'34"
C45	165.05	325.00	N69°09'16"W	163.28	84.35	29°05'51"
C46	36.81	325.00	N57°51'01"W	36.79	18.42	6°29'21"
C47	57.18	325.00	N66°08'07"W	57.11	28.66	10°04'50"
C48	57.18	325.00	N76°12'57"W	57.11	28.66	10°04'50"
C49	13.88	325.00	N82°28'47"W	13.88	6.94	2°26'48"
C50	23.56	15.00	S38°42'11"E	21.21	15.00	90°00'00"
C51	23.56	15.00	N51°17'49"E	21.21	15.00	90°00'00"
C52	23.43	15.00	N38°57'31"W	21.12	14.87	89°29'21"
C53	153.82	625.00	N12°50'12"E	153.43	77.30	14°06'04"
C54	50.45	625.00	N08°05'54"E	50.43	25.24	4°37'29"
C55	85.25	625.00	N14°19'06"E	85.19	42.69	7°48'55"
C56	18.12	625.00	N19°03'24"E	18.12	9.06	1°39'40"
C57	23.56	15.00	N64°53'14"E	21.21	15.00	90°00'00"
C58	23.56	15.00	N25°06'46"W	21.21	15.00	90°00'00"
C59	21.03	25.00	N43°58'55"E	20.41	11.18	48°11'23"
C60	241.19	50.00	S70°06'46"E	66.67	44.72	276°22'46"
C61	19.83	50.00	S56°42'57"W	19.70	10.05	22°43'20"
C62	50.76	50.00	S16°16'12"W	48.61	27.81	58°10'09"
C63	43.07	50.00	S37°29'40"E	41.76	22.98	49°21'37"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C64	43.07	50.00	S86°51'17"E	41.76	22.98	49°21'37"
C65	43.42	50.00	N43°35'22"E	42.07	23.18	49°45'05"
C66	41.03	50.00	N04°47'40"W	39.89	21.75	47°00'59"
C67	21.03	25.00	S04°12'28"E	20.41	11.18	48°11'23"
C68	23.56	15.00	S64°53'14"W	21.21	15.00	90°00'00"
C69	292.86	400.00	N49°08'18"W	286.36	153.34	41°56'55"
C70	141.65	400.00	N59°58'05"W	140.91	71.57	20°17'23"
C71	96.27	400.00	N42°55'41"W	96.04	48.37	13°47'23"
C72	54.94	400.00	N32°05'55"W	54.89	27.51	7°52'09"
C73	23.56	15.00	N16°50'09"E	21.21	15.00	90°00'00"
C74	109.78	275.00	N73°16'21"E	109.05	55.63	22°52'23"
C75	43.62	275.00	N66°22'46"E	43.57	21.85	9°05'14"
C76	66.17	275.00	N77°48'58"E	66.01	33.24	13°47'09"
C77	56.75	325.00	S79°42'23"W	56.68	28.45	10°00'17"
C78	39.27	25.00	S60°17'45"E	35.36	25.00	90°00'00"
C79	23.56	15.00	S25°06'46"E	21.21	15.00	90°00'00"
C80	166.12	675.00	N12°50'12"E	165.71	83.48	14°06'04"
C81	3.67	675.00	N19°43'54"E	3.67	1.83	0°18'41"
C82	56.79	675.00	N17°09'56"E	56.77	28.41	4°49'14"
C83	58.92	675.00	N12°15'16"E	58.90	29.48	5°00'05"
C84	46.74	675.00	N07°46'12"E	46.74	23.38	3°58'04"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C85	23.70	15.00	S51°02'29"W	21.31	15.13	90°30'39"
C86	23.56	15.00	N38°42'11"W	21.21	15.00	90°00'00"
C87	23.55	25.00	N33°16'51"E	22.69	12.73	53°58'05"
C88	301.53	60.00	S83°42'11"E	70.59	43.64	287°56'10"
C89	63.05	60.00	S30°09'46"W	60.19	34.78	60°12'16"
C90	44.42	60.00	S21°08'53"E	43.41	23.28	42°25'02"
C91	43.83	60.00	S63°17'09"E	42.87	22.95	41°51'29"
C92	44.13	60.00	N74°42'53"E	43.14	23.12	42°08'28"
C93	44.13	60.00	N32°34'25"E	43.14	23.12	42°08'28"
C94	61.97	60.00	N18°05'03"W	59.25	34.07	59°10'28"
C95	23.55	25.00	S20°41'14"E	22.69	12.73	53°58'05"
C96	4.93	25.00	S42°01'23"E	4.92	2.47	11°17'47"
C97	18.62	25.00	S15°02'20"E	18.19	9.77	42°40'18"
C98	23.56	15.00	N51°17'49"E	21.21	15.00	90°00'00"
C99	139.66	275.00	N69°09'16"W	138.16	71.37	29°05'51"
C100	59.22	275.00	N77°32'04"W	59.10	29.72	12°20'15"
C101	80.44	275.00	N62°59'09"W	80.16	40.51	16°45'36"
C102	24.96	15.00	N06°56'16"W	22.18	16.47	95°20'08"
C103	580.18	1575.00	N51°16'59"E	576.91	293.42	21°06'22"
C104	157.62	1575.00	N43°35'49"E	157.55	78.87	5°44'02"
C105	64.16	1575.00	N47°37'51"E	64.15	32.08	2°20'02"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C106	64.16	1575.00	N49°57'53"E	64.15	32.08	2°20'02"
C107	64.16	1575.00	N52°17'55"E	64.15	32.08	2°20'02"
C108	64.16	1575.00	N54°37'58"E	64.15	32.08	2°20'02"
C109	64.16	1575.00	N56°58'00"E	64.15	32.08	2°20'02"
C110	101.77	1575.00	N59°59'05"E	101.75	50.90	3°42'08"
C111	23.56	15.00	S73°09'51"E	21.21	15.00	90°00'00"
C112	329.46	450.00	N49°08'18"W	322.16	172.51	41°56'55"
C113	31.03	450.00	N30°08'23"W	31.03	15.52	3°57'04"
C114	58.35	450.00	N35°49'48"W	58.31	29.22	7°25'45"
C115	58.35	450.00	N43°15'33"W	58.31	29.22	7°25'45"
C116	58.35	450.00	N50°41'18"W	58.31	29.22	7°25'45"
C117	58.35	450.00	N58°07'04"W	58.31	29.22	7°25'45"
C118	58.35	450.00	N65°32'49"W	58.31	29.22	7°25'45"
C119	6.69	450.00	N69°41'14"W	6.69	3.34	0°51'04"
C120	19.40	25.00	N28°31'56"E	18.92	10.22	44°28'13"
C121	4.14	25.00	N55°30'58"E	4.14	2.08	9°29'52"
C122	65.71	1575.00	N36°35'22"E	65.71	32.86	2°23'26"

Line Table		
Line #	Length	Direction
L1	96.46	S83°42'11"E
L2	50.00	S83°42'11"E
L3	112.10	S83°42'11"E
L4	147.47	S54°36'21"E
L5	50.00	S54°36'21"E
L6	155.15	S54°36'21"E
L7	110.03	S53°32'04"W
L8	50.00	S61°50'09"W
L9	0.31	S28°09'51"E
L10	626.53	S69°30'38"W
L11	118.13	N74°42'15"E
L12	70.60	N55°58'47"E
L13	110.00	N15°17'45"W
L14	134.39	N74°42'15"E
L15	158.67	N15°05'04"W
L16	80.27	N00°09'30"E
L17	50.00	N06°17'49"E
L18	153.00	N18°04'22"E

Line Table		
Line #	Length	Direction
L19	23.56	N14°25'32"E
L20	75.00	S06°17'49"W
L21	44.10	S74°42'15"W
L22	25.00	S61°50'09"W
L23	21.21	S16°50'09"W
L24	23.64	S61°50'09"W
L25	54.93	N35°23'39"E
L26	21.19	S09°31'57"E
L27	20.97	S73°48'36"E
L28	54.93	S35°23'39"W
L29	21.21	S09°36'21"E
L30	20.00	S83°42'11"E
L31	21.21	N51°17'49"E
L32	21.21	N38°42'11"W
L33	20.00	S83°42'11"E
L34	13.18	S05°47'10"W
L35	20.60	S19°53'14"W
L36	20.60	N19°53'14"E

Line Table		
Line #	Length	Direction
L37	56.31	S70°06'46"E
L38	27.70	S28°09'51"E
L39	50.00	S74°42'15"W
L40	56.31	N70°06'46"W
L41	12.47	N05°47'10"E
L42	39.10	S06°17'49"W
L43	39.10	N06°17'49"E
L44	23.64	S61°50'09"W
L45	27.70	N28°09'51"W
L46	75.98	N28°09'51"W
L48	15.00	S61°50'09"W
L49	72.90	S50°14'53"W
L50	20.17	N54°36'21"W
L51	75.00	N06°17'49"E
L52	111.76	N83°42'11"W
L53	105.00	N54°36'21"W

SHEET NO. 2 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\PLAT – SANTA RITA RANCH 5–3D

SANTA RITA RANCH PHASE 5, SECTION 3D
FINAL PLAT

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PROPOSED ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNITL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
4. MAINTENANCE RESPONSIBILITY OF DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR 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.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

METES AND BOUNDS

BEING A 26.534 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 146.160 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 26.534 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE SOUTH LINE OF SANTA RITA RANCH PHASE 5, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022011059, O.P.R.W.C.TX., BEING THE SOUTH LINE OF LYNFIELD LANE (64' R.O.W.), SAME BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, WITH THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 1, BEING THE SOUTH LINE OF SAID LYNFIELD LANE, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES, NUMBERED 1 THROUGH 12,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, AN ARC LENGTH OF 326.30 FEET, AND A CHORD THAT BEARS S79°38'20"E, A DISTANCE OF 326.03 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
2) S83°42'11"E, A DISTANCE OF 96.46 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S38°42'11"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
4) S83°42'11"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N51°17'49"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
6) S83°42'11"E, A DISTANCE OF 112.10 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
7) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 241.23 FEET, AND A CHORD THAT BEARS S69°09'16"E, A DISTANCE OF 238.64 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
8) S54°36'21"E, A DISTANCE OF 147.47 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
9) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S09°36'21"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
10) S54°36'21"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
11) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N80°23'39"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
12) S54°36'21"E, A DISTANCE OF 155.15 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", ON THE WEST LINE OF EAST SANTA RITA BOULEVARD (90' R.O.W.), BEING THE WEST LINE OF SANTA RITA RANCH PHASE 4, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021175313, O.P.R.W.C.TX., BEING THE EAST LINE OF SAID 146.160 ACRE TRACT OF LAND, BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE EAST AND SOUTH LINES OF SAID 146.160 ACRE TRACT OF LAND, WITH THE WEST AND NORTH LINES OF SAID EAST SANTA RITA BOULEVARD, WITH THE WEST LINE OF SAID SANTA RITA RANCH PHASE 4, SECTION 2, WITH THE NORTH LINE OF SANTA RITA RANCH PHASE 4, SECTION 1 REPLAT, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021172236, O.P.R.W.C.TX., THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10,

1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.88 FEET, AND A CHORD THAT BEARS S08°59'22"E, A DISTANCE OF 21.44 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1900.00 FEET, AN ARC LENGTH OF 560.68 FEET, AND A CHORD THAT BEARS S45°04'50"W, A DISTANCE OF 558.65 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
3) S53°32'04"W, A DISTANCE OF 110.03 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1955.00 FEET, AN ARC LENGTH OF 235.38 FEET, AND A CHORD THAT BEARS S56°59'02"W, A DISTANCE OF 235.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.93 FEET, AND A CHORD THAT BEARS N73°51'56"W, A DISTANCE OF 21.47 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
6) S61°50'09"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
7) S28°09'51"E, A DISTANCE OF 0.31 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
8) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.81 FEET, AND A CHORD THAT BEARS S17°18'57"W, A DISTANCE OF 21.39 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
9) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1955.00 FEET, AN ARC LENGTH OF 229.12 FEET, AND A CHORD THAT BEARS S66°09'12"W, A DISTANCE OF 228.99 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
10) S69°30'38"W, A DISTANCE OF 626.53 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES, NUMBERED 1 THROUGH 12,

1) N12°02'02"W, A DISTANCE OF 284.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
2) N74°42'15"E, A DISTANCE OF 118.13 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
3) N55°58'47"E, A DISTANCE OF 70.60 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
4) N15°17'45"W, A DISTANCE OF 110.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
5) N74°42'15"E, A DISTANCE OF 134.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
6) N15°05'04"W, A DISTANCE OF 158.67 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
7) N00°09'30"E, A DISTANCE OF 80.27 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
8) N19°53'14"E, A DISTANCE OF 443.55 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER, BEING AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
9) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 20.53 FEET, AND A CHORD THAT BEARS S82°34'59"E, A DISTANCE OF 20.52 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
10) N06°17'49"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
11) N18°04'22"E, A DISTANCE OF 153.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
12) N14°25'32"E, A DISTANCE OF 23.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 26.534 ACRES OF LAND.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 5, SECTION 3D
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF THAT CERTAIN CALLED 146.160 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 26.534 ACRE 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,

"SANTA RITA RANCH PHASE 5, SECTION 3D FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 31 DAY OF May, 20 23.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 31 DAY OF May, 2023 A.D.

Ashley Cuellar Sousa
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,

A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31 DAY OF May, A.D., 2023.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 5-31-23
JERRY L. MILLARD, JR. DIRECTOR OF PLANNING — DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 31st DAY OF May, 2023 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Teresa Baker
PRINTED NAME

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 5-31-2023
STEVEN P. CATES, P.E. NO. 93648 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 3/May/2023
AARON V. THOMASON, R.P.L.S. NO. 6214 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

_____ _____
BILL GRAVELL JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\PLAT - SANTA RITA RANCH 5-3D

Commissioners Court - Regular Session **64.**

Meeting Date: 06/27/2023

Final plat for the Lariat Sections 3 & 4 subdivision – Pct 2

Submitted For: Robert Daigh **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 Lariat Sections 3 & 4 subdivision – Precinct 2.

Background

This is the next section of the Lariat (aka Northgate Ranch Phase 2) development. It consists of 167 residential lots, 9 open space lots and 1 drainage/pond lots and 5,473 feet of new roads to be maintained by the North San Gabriel MUD No. 1 beginning on September 13, 2023. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $879,917.46 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-03-29 – initial submittal of the final plat
2023-03-29 – receipt of financial security for the remaining construction
2023-04-28 – 1st review complete with comments
2023-05-12 – 2nd submittal of final plat
2023-05-26 – 2nd review complete with minor comments
2023-06-21 – 3rd submittal of final plat with signatures
2023-06-22 – 3rd review complete with comments clear
2023-06-22 – final plat placed on the June 27, 2023 Commissioners Court agenda for consideration

Fiscal Impact

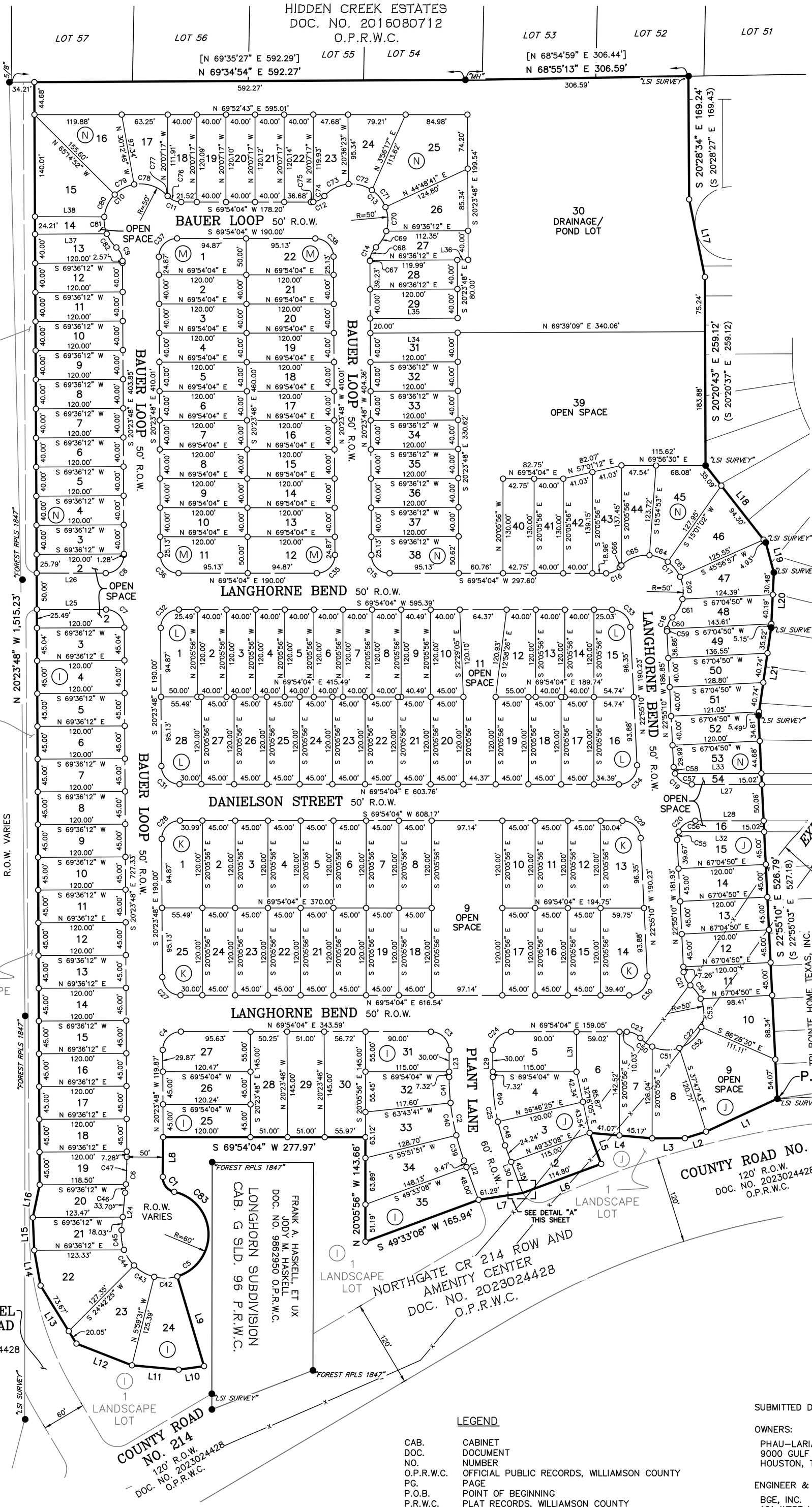
From/To	Acct No.	Description	Amount

Attachments

final plat - Lariat Sec 3 & 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:30 AM
Form Started By: Adam Boatright		Started On: 06/22/2023 11:21 AM
Final Approval Date: 06/22/2023		


HIDDEN CREEK ESTATES
DOC. NO. 2016080712
O.P.R.W.C.
LOT 57
LOT 56
LOT 55
LOT 54
LOT 53
LOT 52
LOT 51
[N 69°35'27" E 592.29']
N 69°34'54" E 592.27'
[N 68°54'59" E 306.44']
N 68°55'13" E 306.59'
"MH"
"LSI SURVEY"
592.27'
306.59'
5/8"
34.21'
N 69°52'43" E 595.01'
S 20°28'34" E 169.24'
(S 20°28'27" E 169.43)
BAUER LOOP 50' R.O.W.
BAUER LOOP
BAUER LOOP 50' R.O.W.

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	27.28'	20.00'	78°08'25"	S 58°41'53" E	25.21'
C2	117.20'	330.00'	20°20'57"	S 30°16'24" E	116.59'
C3	39.27'	25.00'	90°00'00"	N 65°05'56" W	35.36'
C4	39.40'	25.00'	90°17'52"	S 24°45'08" W	35.45'
C5	275.75'	60.00'	263°19'04"	N 33°53'26" E	89.65'
C6	49.29'	475.00'	5°56'44"	N 17°25'26" W	49.27'
C7	39.14'	25.00'	89°42'08"	N 65°14'52" W	35.26'
C8	39.40'	25.00'	90°17'52"	N 24°45'08" E	35.45'
C9	21.03'	25.00'	48°11'21"	N 44°29'29" W	20.41'
C10	162.91'	50.00'	186°40'38"	S 24°45'10" W	99.83'
C11	21.03'	25.00'	48°11'25"	S 86°00'13" E	20.41'
C12	21.03'	25.00'	48°11'23"	N 45°48'23" E	20.41'
C13	162.39'	50.00'	186°04'53"	N 65°14'52" W	99.86'
C14	21.03'	25.00'	48°11'23"	S 03°41'53" W	20.41'
C15	39.14'	25.00'	89°42'08"	S 65°14'52" E	35.26'
C16	21.03'	25.00'	48°11'23"	N 45°48'23" E	20.41'
C17	160.19'	50.00'	183°33'32"	N 66°30'33" W	99.95'
C18	21.03'	25.00'	48°11'23"	S 01°10'32" W	20.41'
C19	38.04'	25.00'	87°10'46"	S 66°30'33" E	34.47'
C20	40.50'	25.00'	92°49'14"	S 23°29'27" W	36.21'
C21	21.03'	25.00'	48°11'23"	S 47°00'51" E	20.41'
C22	165.11'	50.00'	189°12'00"	N 23°29'27" E	99.68'
C23	21.03'	25.00'	48°11'23"	N 86°00'14" W	20.41'
C24	39.27'	25.00'	90°00'00"	S 24°54'04" W	35.36'
C25	95.89'	270.00'	20°20'57"	S 30°16'24" E	95.39'
C26	3.15'	25.00'	7°13'02"	S 44°03'23" E	3.15'
C27	39.14'	25.00'	89°42'08"	S 65°14'52" E	35.26'
C28	39.40'	25.00'	90°17'52"	S 24°45'08" W	35.45'
C29	38.04'	25.00'	87°10'46"	N 66°30'33" W	34.47'
C30	40.50'	25.00'	92°49'14"	N 23°29'27" E	36.21'
C31	39.14'	25.00'	89°42'08"	S 65°14'52" E	35.26'
C32	39.40'	25.00'	90°17'52"	S 24°45'08" W	35.45'
C33	38.04'	25.00'	87°10'46"	N 66°30'33" W	34.47'
C34	40.50'	25.00'	92°49'14"	N 23°29'27" E	36.21'
C35	39.40'	25.00'	90°17'52"	N 24°45'08" E	35.45'
C36	39.14'	25.00'	89°42'08"	S 65°14'52" E	35.26'
C37	39.40'	25.00'	90°17'52"	S 24°45'08" W	35.45'
C38	39.14'	25.00'	89°42'08"	N 65°14'52" W	35.26'
C39	36.36'	330.00'	6°18'44"	S 37°17'31" E	36.34'
C40	45.29'	330.00'	7°51'50"	S 30°12'14" E	45.26'
C41	35.55'	330.00'	6°10'23"	S 23°11'07" E	35.54'
C42	32.15'	60.00'	30°41'56"	N 68°39'31" E	31.76'
C43	32.15'	60.00'	30°41'56"	S 80°38'33" E	31.76'
C44	25.72'	60.00'	24°33'53"	S 53°00'38" E	25.53'
C45	27.52'	60.00'	26°16'37"	S 27°35'23" E	27.28'
C46	11.53'	475.00'	1°23'28"	N 15°08'49" W	11.53'
C47	37.76'	475.00'	4°33'16"	N 18°07'10" W	37.75'
C48	34.03'	270.00'	7°13'17"	S 36°50'14" E	34.01'
C49	61.86'	270.00'	13°07'39"	S 26°39'45" E	61.73'
C50	20.45'	50.00'	23°26'22"	S 73°37'44" E	20.31'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	38.38'	50.00'	43°58'39"	N 72°39'46" E	37.44'
C52	42.88'	50.00'	49°08'01"	N 26°06'26" E	41.58'
C53	39.93'	50.00'	45°45'22"	N 21°20'15" W	38.88'
C54	23.47'	50.00'	26°53'37"	N 57°39'44" W	23.25'
C55	11.52'	25.00'	26°23'55"	S 09°43'12" E	11.42'
C56	28.98'	25.00'	66°25'19"	S 36°41'25" W	27.39'
C57	28.88'	25.00'	66°11'43"	S 77°00'04" E	27.30'
C58	9.16'	25.00'	20°59'03"	S 33°24'41" E	9.10'
C59	3.14'	25.00'	7°12'15"	S 19°19'02" E	3.14'
C60	17.88'	25.00'	40°59'08"	S 04°46'39" W	17.50'
C61	29.14'	50.00'	33°23'47"	N 08°34'19" E	28.73'
C62	31.35'	50.00'	35°55'29"	N 26°05'18" W	30.84'
C63	26.99'	50.00'	30°55'55"	N 59°31'00" W	26.67'
C64	26.99'	50.00'	30°55'55"	S 89°33'04" W	26.67'
C65	42.23'	50.00'	48°23'33"	S 49°53'20" W	40.99'
C66	3.47'	50.00'	3°58'52"	S 23°42'07" W	3.47'
C67	0.77'	25.00'	1°45'14"	S 19°31'11" E	0.77'
C68	20.26'	25.00'	46°26'09"	S 04°34'30" W	19.71'
C69	26.68'	50.00'	30°34'05"	N 12°30'32" E	26.36'
C70	33.65'	50.00'	38°33'43"	N 22°03'22" W	33.02'
C71	30.31'	50.00'	34°43'48"	N 58°42'07" W	29.85'
C72	33.81'	50.00'	38°44'17"	S 84°33'50" W	33.17'
C73	37.95'	50.00'	43°29'01"	S 43°27'12" W	37.04'
C74	17.69'	25.00'	40°33'07"	N 41°59'15" E	17.33'
C75	3.33'	25.00'	7°38'16"	N 66°04'56" E	3.33'
C76	20.80'	25.00'	47°39'59"	S 86°15'56" E	20.20'
C77	0.23'	25.00'	0°31'26"	S 62°10'14" E	0.23'
C78	50.88'	50.00'	58°18'18"	S 88°56'20" W	48.71'
C79	30.57'	50.00'	35°02'07"	S 42°16'08" W	30.10'
C80	34.57'	50.00'	39°36'35"	S 04°56'47" W	33.88'
C81	23.75'	50.00'	27°12'49"	S 28°27'55" E	23.53'
C82	23.14'	50.00'	26°30'49"	S 55°19'44" E	22.93'
C83	158.21'	60.00'	151°04'39"	S 22°13'46" E	116.20'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 45°04'10" W	107.74'
L2	S 52°45'08" W	30.45'
L3	S 69°34'25" W	45.00'
L4	S 74°53'28" W	86.24'
L5	S 40°26'52" E	45.49'
L6	S 49°33'08" W	114.95'
L7	S 61°05'21" W	61.29'
L8	S 19°37'41" E	55.47'
L9	S 36°41'27" E	128.82'
L10	S 62°14'04" W	35.21'
L11	S 75°07'18" W	64.47'
L12	N 88°44'21" W	81.90'
L13	N 51°53'12" W	93.72'
L14	N 30°12'28" W	49.29'
L15	N 22°32'18" W	45.03'
L16	N 08°27'42" W	45.99'
L17	S 31°33'00" E	108.82'
L18	S 58°06'37" E	134.32'
L19	S 35°15'14" E	42.67'
L20	S 17°19'16" E	75.83'
L21	S 11°57'05" E	122.50'
L22	S 40°26'52" E	57.47'
L23	S 20°05'56" E	37.32'
L24	S 14°27'05" E	51.73'
L25	N 69°54'04" E	95.13'
L26	S 69°54'04" W	94.87'
L27	S 69°54'04" W	96.35'
L28	N 69°54'04" E	93.88'
L29	N 20°05'56" W	37.32'
L30	N 40°26'52" W	66.59'
L31	S 20°05'56" E	55.00'
L32	N 69°54'04" E	117.54'
L33	S 69°51'27" W	118.48'
L34	N 69°36'12" E	120.00'
L35	N 69°36'12" E	120.00'
L36	N 69°36'12" E	15.00'
L37	S 69°36'12" W	98.54'
L38	S 70°09'27" W	95.24'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
(L17)	(S 31°32'54" E)	(108.82')
(L18)	(S 58°07'07" E)	(134.34')
(L19)	(S 35°18'21" E)	(42.59')
(L20)	(S 17°13'50" E)	(75.89')

STREET NAMES

STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
BAUER LOOP	50 FEET	33 FEET	2,226 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
DANIELSON STREET	50 FEET	33 FEET	851 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
LANGHORNE BEND	50 FEET	33 FEET	2,138 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
PLANT LANE	60 FEET	40 FEET	258 FEET	35 MPH	PUBLIC	COLLECTOR ROAD (URBAN)
TOTAL LINEAR FEET OF NEW STREETS:			5,473 FEET			

FINAL PLAT

LARIAT SECTIONS 3 & 4

A SUBDIVISION OF 34.217 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, IN
WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

METES & BOUNDS DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING ALL OF THAT CALLED 34.22 ACRE TRACT OF LAND AS CONVEYED TO PHAU–LARIAT 108, LLC, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021138566 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2–inch iron rod with cap stamped "LSI SURVEY" found at the southwest corner of a called 42.34 acre tract of land as conveyed to Tri Pointe Homes Texas, Inc. by special warranty deed recorded in Document No. 2021138718 of the Official Public Records of Williamson County, Texas, being the most easterly southeast corner of the above described PHAU–LARIAT 108, LLC 34.22–acre tract for the most easterly southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the southeasterly lines of said PHAU–LARIAT 108, LLC 34.22 acre tract, the following seventeen (17) courses:

1. S 45°04'10" W a distance of 107.74 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
2. S 52°45'08" W a distance of 30.45 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
3. S 69°34'25" W a distance of 45.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
4. S 74°53'28" W a distance of 86.24 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;
5. S 40°26'52" E a distance of 45.49 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;
6. S 49°33'08" W a distance of 114.95 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
7. S 61°05'21" W a distance of 61.29 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
8. S 49°33'08" W a distance of 165.94 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;
9. N 20°05'56" W a distance of 143.66 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;
10. S 69°54'04" W a distance of 277.97 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;
11. S 19°37'41" E a distance of 55.47 feet to a 1/2–inch iron rod with cap stamped "BGE INC" at a point curvature of a curve to the left;
12. Along said curve to the left, an arc distance of 27.28 feet, having a radius of 20.00 feet, a central angle of 78°08'25" and a chord which bears S 58°41'53" E a distance of 25.21 feet a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;
13. Along said curve to the right, an arc distance of 158.21 feet, having a radius of 60.00 feet, a central angle of 151° 04' 39" and a chord which bears S 22° 13' 46" E a distance of 116.20 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at an interior corner of the herein described tract;
14. S 36°41'27" E a distance of 128.82 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;
15. S 62°14'04" W a distance of 35.21 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
16. S 75°07'18" W a distance of 64.47 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point, and
17. N 88°44'21" W a distance of 81.90 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, with the westerly lines of said PHAU–LARIAT 108, LLC 34.22 acre tract the following five (5) courses:

1. N 51°53'12" W a distance of 93.72 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
2. N 30°12'28" W a distance of 49.29 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
3. N 22°32'18" W a distance of 45.03 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
4. N 08°27'42" W a distance of 45.99 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point, and
5. N 20°23'48" W a distance of 1,515.23 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set on the southerly line of Hidden Creek Estates, a subdivision as recorded in Document No. 2016032981 of the Official Public Records of Williamson County, Texas, at the northwest corner of said PHAU–LARIAT 108, LLC 34.22 acre tract for the northwest corner of the herein described tract, from which a 5/8–inch iron rod found at the most westerly northwest corner of a called 678.09 acre tract of land as conveyed to River Oaks Land Partners II, LLC by special warranty deed in Document No. 2021137550 of the Official Public Records of Williamson County, Texas on the existing East right–of–way line of San Gabriel Ranch Road (R.O.W. Varies) bears S 69°34'54" E a distance of 34.21 feet;

THENCE, with the southerly line of Hidden Creek Estates and the northerly line of said PHAU–LARIAT 108, LLC 34.22–acre tract the following two (2) courses:

1. N 69°34'54" E a distance of 592.27 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point, and
2. N 68°55'13" E a distance of 306.59 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at the northeastern corner of said PHAU–LARIAT 108, LLC 34.22 acre tract, bein the most westerly corner of said Tri Point Homes Texas, Inc. 42.34 acre tract for the northeast corner of the herein described tract;

THENCE, leaving the southerly line of said Hidden Creek Estates, with the common property line of said Tri Pointe Homes Texas, Inc. 42.43 acre tract and said PHAU–LARIAT 108, LLC 34.22 acre tract the following eight (8) courses:

1. S 20°28'34" E a distance of 169.24 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
2. S 31°33'00" E a distance of 108.82 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;
3. S 20°20'43" E a distance of 259.12 feet to a 1/2–inch iron rod with cap stamped "LSI SURVEY" found for a corner;
4. S 58°06'37" E a distance of 134.32 feet to a 1/2–inch iron rod with cap stamped "LSI SURVEY" found for an angle point;
5. S 35°15'14" E a distance of 42.67 feet to a 1/2–inch iron rod with cap stamped "LSI SURVEY" found for an angle point;
6. S 17°19'16" E a distance of 75.83 feet to a 1/2–inch iron rod with cap stamped "LSI SURVEY" found for an angle point;
7. S 11°57'05" E a distance of 122.50 feet to a 1/2–inch iron rod with cap stamped "LSI SURVEY" found for an angle point, and
8. S 22°55'10" E a distance of 526.79 feet to the POINT OF BEGINNING and containing 34.217 acres of land, more or less;

FINAL PLAT

LARIAT SECTIONS 3 & 4

A SUBDIVISION OF 34.217 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A–312, IN
WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

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

THAT PHAU – LARIAT 108, L.L.C., ACTING HEREBY AND THROUGH, NICK MCINTYRE, IT'S SR. VICE PRESIDENT OF LAND DEVELOPMENT, OWNER OF A 34.217 ACRE TRACT OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138566 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, SITUATED IN WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND THAT WE OWNERS OF 34.217 ACRES AS SHOWN HEREON, DO HEREBY SUBDIVIDE AND 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 DEED 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:

LARIAT SECTIONS 3 & 4

WITNESS MY HAND, THIS THE 21 DAY OF June, 2023, A.D.

PHAU – LARIAT 108, L.L.C.
9000 GULF FREEWAY
HOUSTON, TEXAS 77017-7018

BY: PHAU – LARIAT 108, LLC
IT'S SR. VICE PRESIDENT OF LAND DEVELOPMENT

NICK MCINTYRE, SR. VICE PRESIDENT OF LAND DEVELOPMENT

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED NICK MCINTYRE, SR. VICE PRESIDENT OF LAND DEVELOPMENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE: 06-21-23

Bailey Benavides
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 06-13-26

ALYSSA BAILEY BENAVIDES
Notary Public, State of Texas
Comm. Expires 06-13-2026
Notary ID 133809459

WITNESS MY HAND, THIS THE 21 DAY OF June, 2023, A.D.

I, JOSEPH YAKLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOSEPH YAKLIN, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 107869
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE: 6-20-23

STATE OF TEXAS — JOSEPH A. YAKLIN — 107869 — LICENSED PROFESSIONAL ENGINEER — 6-20-23

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY BY EMPLOYEES OF BGE, INC.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE: 6/16/2023

STATE OF TEXAS — REGISTERED — JONATHAN O. NOBLES — 5777 — PROFESSIONAL LAND SURVEYOR

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH SAN GABRIEL MUD NO. 1.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. IT IS THE RESPONSIBILITY OF THE OWNERS, 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.
7. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
8. ALL SIDEWALKS SHALL BE MAINTAINED EACH OF THE ADJACENT PROPERTY OWNERS.
9. 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 NO. 48491C0235F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
10. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
11. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0235F, DATED DECEMBER 20, 2019.
12. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 214, THE ADJCENT COUNTY ROAD.
13. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
14. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
15. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
16. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
17. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
18. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
19. THE SOUTHERN TWO LANES OF CR 214 SHALL BE CONSTRUCTED AND PASS INSPECTION PRIOR TO RECORDATION OF FINAL PLAT.
20. THE NORTHERN TWO LANES OF CR 214 SHALL BE CONSTRUCTED AND PASS INSPECTION WHEN THE AVERAGE DAILY TRIPS FOR NORTHGATE RANCH REACH 4,000 ADT.
21. A 25 FOOT FRONT YARD SETBACK FOR ALL LOTS IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
22. A 25 FOOT SIDE AND BACK YARD SETBACK FOR LOTS ALONG CR 214 IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
23. A TEN FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.
24. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
25. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
26. 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. 48491C0235F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
27. A PORTION OF THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
28. NO LOTS OTHER THAN BLOCK K LOT 9, BLOCK L LOT 11, AND BLOCK N LOT 39 MAY BE FURTHER SUBDIVIDED.
29. ALL ROADS WITHIN THIS SECTION WILL BE MUD OWNED AND MAINTAINED STARTING 9/13/2023.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 20 DAY OF June, 2023 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

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

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

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID 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_____ A.D., 20___, AT _____ O'CLOCK ____M. AND DULY RECORDED ON THE ____DAY OF _____, A.D., 20___, AT _____O'CLOCK ____M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO._____.

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT
LARIAT SECTIONS 3 & 4

A SUBDIVISION OF 34.217 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, IN
WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

Commissioners Court - Regular Session **65.**

Meeting Date: 06/27/2023

PTSD Awareness Day and Month 2023 Proclamation

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation designating the month of June 2023 and June 27, 2023 as PTSD Awareness Month and Day, respectively, in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PTSD Awareness Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:57 AM
Form Started By: Garry Brown		Started On: 06/22/2023 08:47 AM
Final Approval Date: 06/22/2023		

PROCLAMATION

WHEREAS, Posttraumatic Stress Disorder (PTSD) can occur after a person experiences trauma including, but not limited to the stress of combat, rape, sexual assault, child abuse, bombings, shootings, accidents, and natural disasters, and affects approximately 8 million adults in the United States annually; and

WHEREAS, PTSD is associated with chemical changes in the body's hormonal system and autonomic nervous system, and is characterized by symptoms including flashbacks, nightmares, insomnia, avoidance, hypervigilance, anxiety, and depression; and

WHEREAS, raising awareness of this condition is necessary to remove the stigma and to encourage those suffering to seek proper and timely treatment that may save their lives; and

WHEREAS, between 10 and 30 percent of service members will develop PTSD within a year of leaving combat, while others may not develop symptoms until years later; and

WHEREAS, the brave men and women of the United States Armed Forces, who proudly serve the nation and risk their lives to protect our freedom, deserve the investment of resources to ensure their lasting physical, mental, and emotional well-being; and

WHEREAS, despite its treatability, many cases of PTSD remain undiagnosed and untreated due to lack of awareness of this condition and the persistent stigma associated with mental health conditions; and

WHEREAS, combat-related PTSD stress among our men and women in the Armed Forces is significantly pronounced, given that they are often exposed to highly traumatic events for weeks, months, and even years; and

WHEREAS, All citizens suffering from PTSD deserve our consideration, and those who are affected by PTSD from wounds received while protecting our freedom, deserve our respect and special honor; and

WHEREAS, through numerous Williamson County offices and community partners, your county government is working to help our residents with PTSD;

NOW THEREFORE BE IT RESOLVED, the Williamson County Commissioners Court does hereby proclaim June 27, 2023 as PTSD Awareness Day and declare June 2023 as PTSD Awareness Month to bring awareness to those with PTSD and to encourage people to reach out to their fellow citizens to provide support and remove the stigmas associated with this disorder.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **66.**

Meeting Date: 06/27/2023

Appointment of Veteran Service Officer

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding appointing Jonathan Williams as Assistant County Veteran Service Officer.

Background

Designating Jonathan Williams as Assistant County Veteran Service Officer makes him eligible for training pursuant to Texas Government Code Section 434.038 (a) and Texas Government Code Section 434.038 TRAINING AND CERTIFICATION.

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	06/15/2023 10:27 AM
Form Started By: juan.amaya		Started On: 06/15/2023 09:08 AM
Final Approval Date: 06/15/2023		

Commissioners Court - Regular Session **67.**

Meeting Date: 06/27/2023

Salary Grievance Committee Selection

Submitted For: Ashlie Holladay **Submitted By:** Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the selection of a salary grievance committee, including alternates.

Background

Per Local Government Code 152.014, a grievance committee must be selected each year in the event a salary grievance is filed by an elected official. In the past, the Commissioners Court has followed subsection (b) which requires the random drawing (out of a hat) of 9 names to serve on the grievance committee and twenty names to serve as alternates. Recently, an alternative to the above process has been added as subsection (b-1). This authorizes the commissioners court to adopt the randomized list (as attached) and enter the list into the minutes of the meeting. Generated by our Clerk's Office, this list is composed of the names of all persons who served on a grand jury in the county during the preceding calendar year. The list was populated in Excel and the RAND function was used to randomly select the names.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Grievance Committee List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/14/2023 08:46 AM
Form Started By: Saira Hernandez		Started On: 06/12/2023 01:53 PM
Final Approval Date: 06/14/2023		

Salary Grievance Committee Selection
Commissioner's Court - June 27, 2023

1	Ms.	Marilou	Ernst	**1-9 Public Members**
2	Mr.	Ricardo	Montalvo Rodriguez	
3	Mr.	James	Bendle	
4	Mr.	Justin	Jackson	
5	Ms.	Patricia	Martinez	
6	Ms.	Laura	Schultz	
7	Ms.	Zakiyya	Duncan	
8	Ms.	Kaylee	Lawrence	
9	Ms.	Deborah	Brockway	
10	Mr.	Aaron	Ramaley	**10-29 Alternates**
11	Mr.	Forrest	Faulkner	
12	Mr.	Allan	Hill II	
13	Ms.	Susyn	Thomas	
14	Ms.	Gina	Zabala	
15	Mr.	John	Goff	
16	Mr.	Mikhal	Chapman	
17	Mr.	James	Smetzer	
18	Mr.	Steven	Bundick	
19	Mr.	Jonathan	Andrews	
20	Ms.	Stacie	Kenyon	
21	Ms.	Carmen	Malone	
22	Ms.	Paige	Giordano	
23	Mr.	Sean	Duffy	
24	Mr.	David	Franklin	
25	Ms.	Cheryal	Harris	
26	Mr.	Randolph	Wilson	
27	Mr.	Mustafa	Al Naseri	
28	Ms.	Vickie	Pavlovich	
29	Ms.	Kathryn	Sikkema	

Commissioners Court - Regular Session **68.**

Meeting Date: 06/27/2023

2023 Citizens Bond Committee Report

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the receipt of the 2023 Citizens Bond Committee Report.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Citizens Bond Committee Roadway Recommendations

Citizens Bond Committee Parks Recommendations

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:47 AM
Form Started By: Vicky Edwards		Started On: 06/13/2023 09:30 AM
Final Approval Date: 06/22/2023		

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

PRECINCT 1 (REVISION DATE 5/31/2023)

PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
1.2 P340	PARMER LANE AT SH 45 INTERCHANGE	PARMER LANE	SH 45	OPERATIONAL IMPROVEMENTS	WILLIAMSON COUNTY	DESIGN, CONSTRUCTION	$5.0M		
1.4 P337	ANDERSON MILL ROAD EXTENSION	PARMER LN/END OF ANDERSON MILL RD	ROBINSON RANCH RD	3 LANES OF A FUTURE 6 LANES	WILLIAMSON COUNTY				
	SEGMENT 1	PARMER LN/END OF ANDERSON MILL RD	PEARSON RANCH RD			ENV, DESIGN, ROW, CONSTRUCTION	$9.0M		
	SEGMENT 2	PEARSON RANCH RD	ROBINSON RANCH RD			ENV, DESIGN, ROW, CONSTRUCTION	$12.0M		
1.6 P338	ROBINSON RANCH ROAD	RM 620/SH 45 INTERSECTION	McNEIL ROAD	3 NEW LANES OF FUTURE 6 LANE ROADWAY	WILLIAMSON COUNTY				
	SEGMENT 1	SH 45/RM 620	ANDERSON MILL RD			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$19.0M		56% PCT1/ 44% PCT3 $15M ADDITIONAL WILCO FUNDING IN PCT3
	SEGMENT 2	ANDERSON MILL RD	McNEIL RD			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$38.0M		
1.12	RED BUD LANE WIDENING	GATTIS SCHOOL ROAD	HEATHERWILDE BOULEVARD	RECONSTRUCT 2-LANES TO 5-LANES	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$19.0M		
1.15	SCHULTZ LN	LOUIS HENNA	NEW MEISTER	RECONSTRUCT 2-LANES AND ADD TURN LANES	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, UTILITIES, CONSTRUCTION	$3.5M		
1.17	DEEPWOOD DR EXTENSION	RM 620	SAM BASS RD	CONSTRUCT NEW 4-LANE ROADWAY	CITY OF ROUND ROCK	ENV/PLANNING, DESIGN, UTILITIES, CONSTRUCTION	$11.0M		$11M ADDITIONAL LOCAL FUNDING
1.18	EAGLES NEST ST EXTENSION	CHISHOLM TRAIL	CYPRESS BLVD	CONSTRUCT NEW 4-LANE ROADWAY	CITY OF ROUND ROCK	ENV/PLANNING, DESIGN, UTILITIES, CONSTRUCTION	$22.0M		$22M ADDITIONAL LOCAL FUNDING
SUBTOTAL - PRECINCT 1 PROJECTS							**$138.5M**		

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

PRECINCT 2 (REVISION DATE 6/5/23)

PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
2.2	CR 200 (SEGMENT 1)	CR 201	BOLD SUNDOWN	CONSTRUCT FIRST 3 LANES OF ULTIMATE 6 LANE	WILLIAMSON COUNTY	DESIGN, ROW, UTILITIES, CONSTRUCTION	$28.0M		
2.7 P345	CR 214 EXTENSION (WITH RIVER CROSSING)	END OF CR 214	US 183	NEW 2 LANE ROADWAY INCLUDING BRIDGE AT NORTH FORK SAN GABRIEL RIVER	WILLIAMSON COUNTY	CONSTRUCTION	$23.0M		
2.8	SEWARD JUNCTION LOOP NORTH	SH 29/CR 260 INTERSECTION	SH 29/CR 213 INTERSECTION	3 NEW LANES OF A FUTURE 6 LANE ROADWAY	WILLIAMSON COUNTY	ENV MITIGATION, DESIGN, UTILITIES, CONSTRUCTION	$32.0M		
2.9	KAUFFMAN LOOP (SOUTHWEST QUADRANT)	SH 29	NORTH TERMINUS OF KAUFFMAN LOOP	2 NEW LANES OF A FUTURE 4 LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$4.1M		
2.18	CR 258	SEWARD JUNCTION LOOP	CR 258 EXTENSION	RECONSTRUCT AS 4-LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$3.0M		$7M ANTICIPATED ADDITIONAL LOCAL FUNDING
2.19	CR 267	KAUFFMAN LOOP	SOUTH OF LARKSPUR PARK BLVD	RECONSTRUCT 2-LANE	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$12.0M		
2.22	CR 266	SEWARD JUNCTION LOOP	CALLAHAN LANE	RECONSTRUCT AS 3-LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$9.0M		
2.32	CR 285	RM 1869	CR 286	CONSTRUCT 3-LANES OF FUTURE 6-LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$12.0M		
2.11	LIBERTY HILL BYPASS SEGMENT 3 (SH 29 PHASE II)	BAGDAD ROAD (CR 279)	SH 29	CONSTRUCT ONE 2-LANE FRONTAGE ROAD	CITY OF LIBERTY HILL (1 OF 3)	DESIGN, ENV, ROW, UTILITIES, CONSTRUCTION	$44.0M		$200K ADDITIONAL LOCAL FUNDING
2.10	LIBERTY HILL BYPASS SEGMENT 1 (SH 29 PHASE III)	SH 29 (WEST OF LIBERTY HILL HIGH SCHOOL)	RM 1869	CONSTRUCT ONE 2-LANE FRONTAGE ROAD	CITY OF LIBERTY HILL (2 OF 3)	DESIGN, ENV, ROW, UTILITIES, CONSTRUCTION	$54.0M		$200K ADDITIONAL LOCAL FUNDING
2.17	LONG RUN ROAD	EXISTING LONG RUN ROAD	US 183	NEW 2-LANE ROADWAY WITH SHOULDERS	CITY OF LIBERTY HILL (3 OF 3)	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$10.0M		$200K ADDITIONAL LOCAL FUNDING
2.23	CRYSTAL FALLS PKWY EXTENSION	RONALD REAGAN BOULEVARD	CR 175	NEW 4-LANE ROADWAY	CITY OF LEANDER (1 OF 3)	ENV/PLANNING, DESIGN, ROW	$7.5M		$2.5M ADDITIONAL LOCAL FUNDING (MODIFIED)
2.3 P342	BAGDAD ROAD/CR 279 SOUTH	NORTH OF SAN GABRIEL PARKWAY	CR 281/LEANDER CITY LIMITS	CONSTRUCT 3 LANES OF FUTURE 6 LANE ROADWAY	CITY OF LEANDER (2 OF 3)	DESIGN, ROW, UTILITIES CONSTRUCTION	$14.0M		$11.4M ADDITIONAL LOCAL FUNDING (MODIFIED)

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

PRECINCT 2 (REVISION DATE 6/5/23)									
PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
2.26	WHITESTONE BLVD/ RM 1431 WIDENING	WEST OF ANDERSON MILL RD	BAGDAD RD	WIDENING FROM A 4-LANE TO 6-LANE DIVIDED ROADWAY	CITY OF CEDAR PARK (3 OF 3)	UTILITIES, CONSTRUCTION	$1.8M		$1.8M ADDITIONAL LOCAL FOR CAMPO 20% MATCH
2.29	RM 1431 AND 183A INNOVATIVE INTERSECTION	RM 1431	183A	RECONSTRUCTION OF RM 1431 AND 183A AS INNOVATIVE INTERSECTION	CITY OF CEDAR PARK (1 OF 3)	ENV/PLANNING, DESIGN, UTILITIES, ROW, CONSTRUCTION	$7.2M		$7.2M ADDITIONAL LOCAL FUNDING
3.5 P386	RONALD REAGAN BLVD WIDENING (SEGMENT 1)	FM 3405	PRECINCT LINE	SECOND 2-LANE FRONTAGE ROAD	WILLIAMSON COUNTY	ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$12.0M		50% PCT2/ 50% PCT3 $12M ADDITIONAL WILCO FUNDING IN PCT3
3.9 P363	CR 175	SOUTH OF CREEK MEADOW COVE	RM 2243	RECONSTRUCT EXISTING 2 LANE ROADWAY TO A 4 LANE ROADWAY W/MEDIAN	WILLIAMSON COUNTY	CONSTRUCTION	$13.5M		50% PCT2/ 50% PCT3 $13.5M ADDITIONAL WILCO FUNDING IN PCT3
SUBTOTAL - PRECINCT 2 PROJECTS							**$287.1M**		

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

PRECINCT 3 (REVISION DATE: 6/5/23, REVISION)

PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
3.3 P358	SH 195 AT RONALD REAGAN BLVD	SH 195	RONALD REAGAN BOULEVARD	REMAINING 3 RAMPS	WILLIAMSON COUNTY	ENV/PLANNING, ROW, UTILITIES, CONSTRUCTION	$14.5M		
3.5	RONALD REAGAN BLVD WIDENING	PRECINCT BOUNDARY	SUN CITY BLVD	SECOND 2-LANE FRONTAGE ROAD	WILLIAMSON COUNTY				
3.5	SEGMENT 1	FM 3405	CR 289			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$12.0M		50% PCT2/ 50% PCT3 $12M ADDITIONAL WILCO FUNDING IN PCT. 2
3.5	SEGMENT 2	CR 289	RM 2338			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$50.0M		
3.6	SEGMENT 3	RM 2338	CR 245			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$16.5M		
3.6	SEGMENT 4	CR 245	SUN CITY BLVD			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$20.0M		
3.9 P363	CR 175	SOUTH OF CREEK MEADOW COVE	RM 2243	RECONSTRUCT EXISTING 2 LANE ROADWAY TO A 4 LANE ROADWAY W/MEDIAN	WILLIAMSON COUNTY	CONSTRUCTION	$13.5M		50% PCT2/ 50% PCT3 $13.5M ADDITIONAL WILCO FUNDING IN PCT. 2
3.14 P327	RM 2243	GAREY PARK	SOUTHWEST BYPASS	TWO 3-LANE FRONTAGE ROADS	WILLIAMSON COUNTY	ROW, UTILITIES, CONSTRUCTION	$28.0M		20% CAMPO MATCH
3.18	CR 310/CR 314 BRIDGE	AT IH 35	-	NEW BRIDGE OVER IH-35	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN	$5.0M		
3.19	CR 310 EXTENSION	CR 239	NEW BRIDGE AT IH 35	3 LANES OF A FUTURE 5 LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW	$5.0M		30% PCT3/ 70% PCT4 $15M ADDITIONAL WILCO FUNDING IN PCT. 4
3.21	IH 35 AT INNER LOOP INTERCHANGE (PHASE 2)	0.5 MILE NORTH OF INNER LOOP	0.5 MILE SOUTH OF INNER LOOP	RECONSTRUCT IH-35 ML BRIDGE OVER SE INNER LOOP	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$17.5M		20% CAMPO MATCH

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

PRECINCT 3 (REVISION DATE: 6/5/23, REVISION)

PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
3.23	WYOMING SPRINGS EXTENSION	END OF WYOMING SPRINGS/BEHRENS RANCH	RM 1431	NEW 4 LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$45.0M		
3.26	W MAIN ST	S PATTERSON	CR 226	CONSTRUCT NEW BRIDGE TO REPLACE LOW WATER CROSSING	CITY OF FLORENCE (1 OF 1)	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$7.0M		$100K ADDITIONAL LOCAL FUNDING
3.27	FM 971	GANN ST	SH 130	RECONSTRUCT AS 4-LANE ROADWAY	CITY OF GEORGETOWN (2 OF 3)	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$4.0M		70% PCT3/ 30% PCT4 $1.5M ADDITIONAL WILCO FUNDING IN PCT 4, $3.5M ADDITIONAL LOCAL FUNDING FOR CAMPO/HUD MATCH
3.29	SE INNER LOOP	FM 1460	NORTH OF SH 29	RECONSTRUCT TO 5-LANE ROADWAY	CITY OF GEORGETOWN (1 OF 3)	DESIGN, ROW, UTILITIES, CONSTRUCTION	$25.0M		$32M ADDITIONAL LOCAL FUNDING
3.30	TORO GRANDE	PARMER LN	NEW HOPE DR	CONSTRUCT NEW4-LANE ROADWAY	CITY OF CEDAR PARK (2 OF 3)	DESIGN, ROW, UTILITIES, CONSTRUCTION	$10.1M		$10.1M REQUESTED IN COMMITTEE PRESENTATION, $10.1M ADDITIONAL LOCAL FUNDING
1.6 P338	ROBINSON RANCH ROAD (SEGMENT 1)	SH 45/RM 620	ANDERSON MILL RD	3 NEW LANES OF FUTURE 6 LANE ROADWAY	WILLIAMSON COUNTY	ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$15.0M		56% PCT1/ 44% PCT3 $19M ADDITIONAL WILCO FUNDING IN PCT. 1
4.17	RONALD REAGAN BOULEVARD EXTENSION (CORRIDOR D)	I-35	FM 1105	CONSTRUCT ONE 3-LANE FRONTAGE ROAD	WILLIAMSON COUNTY				
	SEGMENT 1	I-35	CR 145			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$12.0M		
	SEGMENT 2	CR 145	CR 388			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$38.0M		
	SEGMENT 3	CR 388	FM 1105			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$8.5M		
SUBTOTAL - PRECINCT 3 PROJECTS							**$346.6M**		

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

PRECINCT 4 (REVISION DATE 6/2/23)

PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
4.3	CHANDLER ROAD OVERPASS AT FM1660	WEST OF FM 1660	EAST OF FM 1660	CONSTRUCT OVERPASS AND RAMPS	WILLIAMSON COUNTY	ENV, DESIGN, UTILITIES, CONSTRUCTION	$20.0M		
4.5 P371	CORRIDOR E	CHANDLER ROAD (CORRIDOR B2)	IH 35/CR 305	CONSTRUCT ONE 3-LANE FRONTAGE ROAD	WILLIAMSON COUNTY				
	SEGMENT 2	CHANDLER ROAD (CORRIDOR B2)	SH 29			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$97.0M		
	SEGMENT 3	SH 29	FUTURE SH 29			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$30.0M		
	SEGMENT 4	FUTURE SH 29	FM 971			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$60.0M		
	SEGMENT 5	FM 971	CR 330			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$119.0M		
	SEGMENT 6	CR 330	FM 1105			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$77.0M		
	SEGMENT 7	FM 1105	FM 487			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$38.0M		
	SEGMENT 8	FM 487	IH 35/CR 305			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$36.0M		
4.8	CR 123 BRIDGE	AT BRUSHY CREEK	-	REPLACE LOW WATER CROSSING WITH NEW BRIDGE	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$10.0M		
4.27 P362	CR 110 NORTH	CR 111	PATRIOT WAY/SAM HOUSTON AVENUE	CONSTRUCT 3 LANES OF FUTURE 6 LANE ROADWAY	WILLIAMSON COUNTY	ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$12.0M		

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

PRECINCT 4 (REVISION DATE 6/2/23)

PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
4.36	FM 973	FM 1660	CARLOS G PARKER BLVD (US 79)	CONSTRUCT TWO 3-LANE FR ROADS FROM FM1660 TO SAMSUNG HWY; CONSTRUCT 6-LANE DIVIDED ROADWAY FROM SAMSUNG HWY TO US79	WILLIAMSON COUNTY				
	SEGMENT 2	FM 1660	SAMSUNG HIGHWAY			ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$10.0M		FOR CAMPO 20% MATCH
	SEGMENT 3	SAMSUNG HIGHWAY	CR 404			ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$4.0M		FOR CAMPO 20% MATCH
	SEGMENT 4	CR 404	CARLOS G PARKER BLVD (US 79)			ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$8.0M		FOR CAMPO 20% MATCH
4.43	CR 130	FM 1660	SH 29	CONSTRUCT 3 LANE OF FUTURE 6 LANE	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$69.0M		
4.44	CR 100	CHANDLER ROAD	CR 130	RECONSTRUCT AS 3-LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$26.0M		
4.45	CR 118	CR 119	SH 130	CONSTRUCT 3 LANE OF FUTURE 6 LANE	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$7.0M		
4.47	LIMMER LOOP	BARGELLO	SH 130	RECONSTRUCT AS 3-LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$12.0M		
4.58	SONTERRA BOULEVARD	AT NB IH-35 FRONTAGE ROAD	-	INTERSECTION AND DRAINAGE IMPROVEMENTS	WILLIAMSON COUNTY	DESIGN, CONSTRUCTION	$1.0M		
4.61	GRANGER ROADWAY AND DRAINAGE IMPROVEMENTS			ROADWAY AND DRAINAGE IMPROVEMENTS	WILLIAMSON COUNTY	DESIGN, CONSTRUCTION	$5.0M		
4.49	N & S BARKER STREETS DRAINAGE IMPROVEMENTS	CR 424	EAST END OF N & S BARKER STREETS	ROADWAY AND DRAINAGE IMPROVEMENTS	CITY OF THRALL (1 of 3)	CONSTRUCTION	$1.5M		$10K ADDITIONAL LOCAL FUNDING

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

PRECINCT 4 (REVISION DATE 6/2/23)

PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
4.50	ECKHART AVE	BOUNDS ST	LYDIA LANE	RECONSTRUCT ROADWAY AND ADD CURBS	CITY OF THRALL (2 OF 3)	CONSTRUCTION	$2.0M		$10K ADDITIONAL LOCAL FUNDING
4.51	SHELDON AVE	BOUNDS ST	LYDIA LANE	RECONSTRUCT ROADWAY AND ADD CURBS	CITY OF THRALL (3 OF 3)	CONSTRUCTION	$2.0M		$10K ADDITIONAL LOCAL FUNDING
4.29	CR 132 S	CR 132	FM 3349	CONSTRUCT 3 LANES OF FUTURE 6 LANE ROADWAY	CITY OF HUTTO (3 OF 3)	ENV,DESIGN, ROW,UTILITIES	$11.0M		
4.41	CR 305	IH 35	TURN	CONSTRUCT 3 LANE OF FUTURE 6 LANE	CITY OF JARRELL (2 OF 3)	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$31.0M		$460K ADDITIONAL LOCAL FUNDING
4.55	KENNEY FORT BLVD SEG 5 & 6	OLD SETTLERS BLVD	UNIVERSITY BLVD	CONSTRUCT NEW 6-LANE ROADWAY	CITY OF ROUND ROCK (1 OF 3)	ENV MITIGATION, DESIGN, ROW, UTILITIES, CONSTRUCTION	$10.0M		$10M PARTIAL FULFILLMENT OF $39M REQUEST, $39M ADDITIONAL LOCAL MATCH STATED IN CITY PRESENTATION
4.56	BROOK/FRONT/SALT LAKE/ BOWIE STREETS	WITHIN CITY LIMITS		RE-CONSTRUCT 2-LANE ROADWAY	CITY OF BARTLETT (1 OF 1)	ENV/PLANNING, DESIGN, CONSTRUCTION	$7.0M		$33K ADDITIONAL LOCAL FUNDING
4.39	CORRIDOR A2	FM 973	SH 95	CONSTRUCT ONE 3-LANE FRONTAGE ROAD	CITY OF TAYLOR (1 OF 3)				
	SEGMENT 1	FM 973	CR 405			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$27.0M		$3M ADDITIONAL LOCAL MATCH
	SEGMENT 2	CR 405	SH 95			ENV, DESIGN, ROW, UTILITIES, CONSTRUCTION	$50.0M		
4.16 P392	SOUTHEAST LOOP SEGMENT 2 (CORRIDOR E1)	CR 137	CR 404	CONSTRUCT ONE 3-LANE FRONTAGE ROAD	CITY OF TAYLOR (3 OF 3)	UTILITIES, CONSTRUCTION	$80.0M		
4.59	CR 138				CITY OF PFLUGERVILLE				
	SIGNAL	DERBY DAY AVE	AT CR 138	NEW TRAFFIC SIGNAL	CITY OF PFLUGERVILLE (1 OF 3)	ENV/PLANNING, DESIGN, UTILITIES, CONSTRUCTION	$1.0M		$150K ADDITIONAL LOCAL MATCH
	CR 138 WIDENING	SECRETARIAT RIDGE	EAST OF DERBY DAY AVE	WIDEN EXIST 3 LANES TO 4 LANES AND DRAINAGE IMPROVEMENTS	CITY OF PFLUGERVILLE (3 OF 3)	ENV/PLANNING, DESIGN, UTILITIES, CONSTRUCTION	$3.0M		
4.60	CR 458	TRAVIS COUNTY LINE	SH 95	RECONSTRUCT EXISTING 2-LANE ROADWAY AND DRAINAGE IMPROVEMENTS	CITY OF COUPLAND (1 OF 1)	ENV/PLANNING, DESIGN, CONSTRUCTION	$8.0M		$150K ADDITIONAL LOCAL MATCH

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

PRECINCT 4 (REVISION DATE 6/2/23)									
PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
4.62	JARRELL ARTERIAL (CR 239)	CR 239	FM 487	RECONSTRUCT AS 2-LANES OF FUTURE 4-LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$12.0M		
3.19	CR 310 EXTENSION	CR 239	NEW BRIDGE AT IH 35	3 LANES OF A FUTURE 5 LANE ROADWAY	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$15.0M		30% PCT3/ 70% PCT4 $5M ADDITIONAL WILCO FUNDING IN PCT. 3
3.27	FM 971	GANN ST	SH 130	RECONSTRUCT AS 4-LANE ROADWAY	CITY OF GEORGETOWN (2 OF 3)	ENV/PLANNING, DESIGN, ROW, UTILITIES, CONSTRUCTION	$1.5M		70% PCT3/ 30% PCT4 $4M ADDITIONAL WILCO FUNDING IN PCT 3, $1.5M ADDITIONAL LOCAL FUNDING FOR CAMPO/HUD MATCH
SUBTOTAL - PRECINCT 4 PROJECTS							**$903.0M**		

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

COUNTYWIDE (REVISION DATE: 6/5/23)									
PROJECT NUMBER	CANDIDATE PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	SUBMITTED BY	DRAFT RECOMMENDED PROJECT SCOPE	COMMITTEE RECOMMENDED BUDGET	COURT RECOMMENDED BUDGET	NOTES/ LOCAL PARTICIPATION
		FROM	TO						
3.8	TRACY CHAMBERS LANE EXTENSION	END OF TRACY CHAMBERS LANE	SOUTHWESTERN BOULEVARD	NEW 2-LANE ROADWAY & TURN LNS ON SOUTHWESTERN BLVD	WILLIAMSON COUNTY	ENV/PLANNING, DESIGN, UTILITIES, CONSTRUCTION	$11.0M		THIS IS NOT A PCT 3 PROJECT. PROJECT WILL BE CREDITED TO JUDGE.
SUBTOTAL - COUNTYWIDE PROJECTS							**$11.0M**		

2023 ROAD BOND ELECTION - INITIAL CANDIDATE PROJECT LIST

ALL PRECINCTS SUMMARY	
PRECINCT	**COMMITTEE RECOMMENDED BUDGET**
PRECINCT 1	$ 138,500,000
PRECINCT 2	$ 287,100,000
PRECINCT 3	$ 346,600,000
PRECINCT 4	$ 903,000,000
COUNTYWIDE	$ 11,000,000
TOTAL:	**$ 1,686,200,000**

Location	Precinct	Project Description	Notes	RECOMMENDED BUDGET
Berry Springs Park & Preserve	3	New Park Headquarters/Visitors Center		$ 2,000,000
Trail (SUP)	1,3	Construct SUP on BCRT between Sauls Ranch West at Creek Bend through Sauls Ranch East and across Brushy Creek (approx. 1 mile)		$ 3,100,000
Trail (SUP)	1	Repair/replace concrete foot bridge on Lake Creek Trail		$ 1,000,000
Expo Center	4	Construct covered west arena with restrooms/showers		$ 13,400,000
Expo Center	4	Facility enhancements	Elevated storage tank, RV park water valves, AV/IT enhancements	$ 750,000
Trail (SUP)	3	Improve drainage on BCRT near Champion Park		$ 150,000
Trail (SUP)	3	Improve drainage/reduce erosion in various sections of trail at SW Regional Park.	Various sections of existing trails (Parkside Trail, Highlands Trail, Granit Trail) are problematic and unusable during wet weather conditions	$ 150,000
River Ranch County Park	2	Equestrian area improvements: Construct open air pavilion, restroom, stalling pens, enhance parking	Several of these equestrian items were value engineered from original project	$ 1,500,000
Expo Center	4	Land acquisition for Expo Center	Estimate based on approx. 35 acres @ $5/sq. ft. Real estate prices averaging $3-$5/sq. ft.	$ 7,650,000
Granger Lake & Parks Department		Upgrade & renovate park facilities at Lake Granger and / or Land acquisition for parks and trails - County wide consideration	In lieu of raw land acquisition for new park development OR in addition to, initiate a long-term lease with the Corps of Engineers for the operation and maintenance for some combination of the 4 existing parks currently located on Granger Lake (Listed in order of preference: Wilson Fox Park, Taylor Park, Willis Creek Park, Friendship Park) and / or Real estate prices averaging $2-$3/sq. ft. in areas being explored for future parkland.	$ 25,000,000
Trail (SUP)	2	Construct SUP between CR179 (Bagdad Rd) to Hwy. 183 along South San Gabriel River (approx. 5 miles) - Linkage between River Ranch County Park and Leander's San Gabriel Park (to be developed)		$ 7,500,000
Trail (SUP)	3	Construct SUP from Regional Park to Sam Bass Road		$ 3,000,000
			Total Wilco Parks Department	**$ 65,200,000**

Location	Precinct	Project Description	Notes	RECOMMENDED BUDGET
City of Cedar Park	2	Design and construct a 12' wide Shared-Use-Path (SUP) from the Brushy Creek Regional Trail within Twin Lakes Park to the 12' SUP in the newly constructed Lakeline Park. Proposed project includes a pedestrian bridge over US 183/Bell Blvd. (approx. 1.2 miles)	Sponsor match $1,750,000	$ 1,750,000
City of Leander	2	Section A of this project begins at US 183 at the tie-in to the in construction TXDOT/CTRMA pedestrian trail under the 183 bridge and connects into the future Leander San Gabriel City Park property along the South San Gabriel River. Section B of this project is a short extension of trail going under the Ronald Reagan Blvd. Bridge at the South San Gabriel River. It essentially connects the existing trail at Valley Vista Subdivision on the west side of Ronald Reagan to the Valley Vista East Condo Subdivision on the eastside of Ronald Reagan Blvd. Ultimately the trail will extend further east to Garey Park. (approx. 1.46 miles)	Sponsor match $894,991	$ 3,579,967
YMCA	2	Zipe line/Adventure Course and additional parking	Sponsor match $7,355,000	$ 3,880,865
City of Georgetown	3	Design and construction of a 10' shared use path, approximately 2.8 miles in length connecting City of Georgetown Westside Park to Berry Springs Park along Berry Creek.	Sponsor match $1,400,000 (City has to pass a bond to secure match; not all easements exist yet).	$ 1,400,000
City of Georgetown	4	Design and construction of a 10' shared use path, approximately 2.3 miles in length connecting Berry Springs Park to the San Gabriel River trailhead south of FM971 along Berry Creek.	Sponsor match $2,150,000 (City has to pass a bond to secure match; not all easements exist yet).	$ 2,150,000
City of Taylor	4	Proposed trail beginning at the terminus of the Bull Branch Trail in Robinson Park traversing west along Mustang Creek connecting to Taylor High School on FM 973 (approx. 3 miles)	Sponsor match $1,000,000	$ 1,000,000
			Total Other Entities	**$ 13,760,832**
			Grand Total Wilco Parks and Other Entities	**$ 78,960,832**

Commissioners Court - Regular Session **69.**

Meeting Date: 06/27/2023

2023/2024 Proposed Holiday Schedule

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on establishing the County Holiday Schedule for FY 2023/2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Holiday Schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	06/14/2023 08:45 AM
Form Started By: Andrea Schiele		Started On: 06/08/2023 03:48 PM
Final Approval Date: 06/14/2023		

The proposed holiday schedule for paid holidays for the 2023/2024 budget year is as follows:

Veterans Day	Friday	November 10, 2023
Thanksgiving Holiday	Thursday Friday	November 23, 2023 November 24, 2023
Christmas Holiday	Monday Tuesday	December 25, 2023 December 26, 2023
New Year's Holiday	Monday	January 1, 2024
Martin Luther King Day	Monday	January 15, 2024
President's Day	Monday	February 19, 2024
Good Friday	Friday	March 29, 2024
Memorial Day	Monday	May 27, 2024
Emancipation Day	Wednesday	June 19, 2024
Independence Day	Thursday Friday	July 4, 2024 July 5, 2024
Labor Day	Monday	September 2, 2024

Commissioners Court - Regular Session **70.**

Meeting Date: 06/27/2023

TexHealth

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment to Letter of Agreement between Williamson County and TexHealth Central Texas, Inc. (TexHealth) approving continuation of participation in the small employer premium support program and designating TexHealth as the entity to operate the program in order to provide basic health plans at an affordable price for small Williamson County employers and their employees in order to improve access to healthcare on a regional basis [Texas Health & Safety Code Section 75.052(a)(2) & (b)]. The original agreement was approved on October 24, 2017, and an amendment is required to extend the program until October 24, 2027.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	06/22/2023 04:23 PM
Form Started By: Andrea Schiele		Started On: 06/16/2023 08:37 AM
Final Approval Date: 06/22/2023		

AMENDMENT TO LETTER OF AGREEMENT BETWEEN WILLIAMSON COUNTY AND TEXHEALTH CENTRAL TEXAS, INC.

This Amendment to the Letter Agreement between Williamson County and TexHealth Central Texas, Inc. is entered into between Williamson County (Williamson County) and TexHealth Central Texas, Inc. (TexHealth), a tax-exempt non-profit organization that operates the regional health care program established for the benefit of the employees of small employers under Chapter 75 of the Texas Health & Safety Code (each a "Party" and collectively the "Parties").

Recitals

WHEREAS, Section 3 of the Agreement permits the Parties to amend the Agreement pursuant to a written instrument that is signed by both Parties; and

WHEREAS, the Parties desire to amend the Agreement to extend the length of the initial term to meet Texas Department of Insurance requirements; and

WHEREAS, the Parties acknowledge that such amendment is supported by good and sufficient consideration.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. The Term of the Agreement is extended until October 24, 2027.

2. Except as amended above, the Agreement as modified shall remain in full force and effect, being hereby ratified, approved, and affirmed.

By their signatures affixed below, the Parties duly execute this Amendment to be effective on the last signature date ("Effective Date").

WILLIAMSON COUNTY	TEXHEALTH CENTRAL TEXAS, INC.
	James I. Rodriguez
_____	_____
Judge Gravell County Judge	James I. Rodriguez, FACHE President & CEO
Date:_____	Date: June 15, 2023

Commissioners Court - Regular Session **71.**

Meeting Date: 06/27/2023

ARPA Bed Agreement Bluebonnet Trails

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 an American Rescue Plan Act (ARPA) subrecipient agreement with Bluebonnet Trails Community Services for private psychiatric bed expansion.

Background

The Commissioners Court approved the Psychiatric Bed Expansion Project and allocated ARPA funding during the April 11th meeting. Hal Hawes and the Auditor's office have reviewed the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/09/2023 03:26 PM
Form Started By: Kathy Pierce		Started On: 06/08/2023 03:24 PM
Final Approval Date: 06/09/2023		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND BLUEBONNET TRAILS COMMUNITY SERVICES FOR PRIVATE PSYCHIATRIC BED EXPANSION

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

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Bluebonnet Trails Community Services ("SUBRECIPIENT"), a Texas nonprofit 501(c)3 tax-exempt organization, (collectively, the "Parties"), and shall be effective on May 1, 2023 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

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

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

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

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

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

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

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

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW

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

Bluebonnet Trails Community Services (BTCS) will provide access to inpatient psychiatric treatment for Williamson County residents who are uninsured and in need of crisis behavioral health services. The inpatient private psychiatric beds will be contracted by Subrecipient in the Central Texas area and throughout Texas as psychiatric hospitalization meeting the unique needs of an individual may be available. Private psychiatric beds will be used when the State of Texas hospital system is on diversion and a local psychiatric bed is unavailable.

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

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

II.
PAYMENT

The COUNTY shall make available an amount of up to **$1,500,000 (ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. List with non-identifiable information that includes number of clients assisted with shelter
iii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iv. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
v. Invoices of all other expenditures
vi. Proof of payment of all expenditures

III.
TERM/TERMINATION

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

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

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

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

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

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

IV.
AMENDMENTS

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

COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

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

SUBRECIPIENT shall maintain an effective accounting system, which will:

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

VI.
MONITORING

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

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and

eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

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

IX.
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

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

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

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

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

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

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

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

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

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

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

XII.
INDEPENDENT CONTRACTORS

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

XIII.
SUBCONTRACTING AUTHORITY

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

XIV.
DOCUMENTATION

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

XV.
FORM 1295 COMPLIANCE

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

XVI.
NOTICE

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

County;

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

and

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

Subrecipient:

Bluebonnet Trails Community Services
c/o Andrea Richardson - CEO
1009 North Georgetown Street
Round Rock, Texas 78664

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2023

SUBRECIPIENT:

Bluebonnet Trails Community Services

_____
Authorized Signature

Andrea Richardson
Printed Name

Date: June 8, 2023

APPENDIX A – Scope of Services
Bluebonnet Trails Community Services
Private Psychiatric Bed Expansion for Uninsured Person

Major activities of this investment include:

For uninsured persons triaged by Bluebonnet Trails Community Services and found to require the intensive level of psychiatric care provided by a private psychiatric hospital for wellbeing and safety of person and/or community, Bluebonnet Trails Community Services commits to:

- Providing noted triage by medical and psychiatric professionals;
- Transition and/or transport the individual to the psychiatric hospital willing to receive the individual and able to effectively treat the needs of the individual;
- Reimburse the private psychiatric for an all-inclusive contracted bed day rate of $625 per bed day;
- Require the psychiatric hospital professional staff to remain connected to Bluebonnet Trails Community Services qualified mental health professionals as discharge plans are initiated upon admission to the private psychiatric hospital, enabling Bluebonnet Trails Community Services staff to develop and coordinate the longer-term recovery plan for the individual to begin at discharge from the private psychiatric hospital;
- Conduct reviews of the status of insurance of the individual to ensure the individual is, indeed, uninsured:
    - at admission, also requiring the psychiatric hospital staff to review and report insurance status during the hospital stay;
    - upon discharge of the individual to ensure the uninsured status continued through hospitalization; and
    - one month post-discharge from the psychiatric hospital to ensure funding is correctly supporting an uninsured individual.
- If the individual's insurance status changes during the course of private psychiatric hospitalization, the funding through this Agreement will be removed from association with the individual now known to have insurance; and will be invested in another uninsured individual presenting in need of private psychiatric hospitalization.
- On a monthly basis, a monthly report of admissions into private psychiatric hospitals through this Agreement will be provided and reviewed during the Williamson County Crisis Services Meeting.

APPENDIX B – Program or Project Budget/Allowable Expenses

Bluebonnet Trails Community Services

Private Psychiatric Bed Expansion for Uninsured Williamson County Residents

(Incorporated herein as if copied in full)

BTCS PRIVATE PSYCHIATRIC BED EXPANSION BUDGET:

The Williamson County financial investment provide one thousand, two hundred (1,200) private psychiatric bed days, for a minimum of two-hundred and twenty-six (226) Williamson County residents, as described with Appendix A, Scope of Work.

- Private Psychiatric bed days – Calendar Year 2023: $750,000
- Private Psychiatric bed days – Calendar Year 2024: $750,000

TOTAL NOT TO EXCEED $1,500,000

Commissioners Court - Regular Session **72.**

Meeting Date: 06/27/2023

ARPA Agreement Detox Services

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 an American Rescue Plan Act (ARPA) subrecipient agreement with Bluebonnet Trails Community Services for withdrawal management (Detox) services.

Background

The Commissioners Court approved the Withdrawal Management (Detox) Services Project and allocated ARPA funding during the April 11th meeting. Hal Hawes and the Auditor's office have reviewed the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/09/2023 03:27 PM
Form Started By: Kathy Pierce		Started On: 06/08/2023 03:54 PM
Final Approval Date: 06/09/2023		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND BLUEBONNET TRAILS COMMUNITY SERVICES FOR WITHDRAWAL MANAGEMENT (DETOX) SERVICES

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

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Bluebonnet Trails Community Services ("SUBRECIPIENT" or "BTCS"), a Texas nonprofit 501(c)3 tax-exempt organization, (collectively, the "Parties"), and shall be effective on May 1, 2023 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

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

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

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

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

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

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

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

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW

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

BTCS will provide residential withdrawal management (formerly known as detox) services for individuals with intensive substance addictions. During 2018, BTCS achieved licensure of the San Gabriel Crisis Center in Georgetown through the Texas Health and Human Services Commission (HHSC). The licensed 4- to 6-bed unit will be the location for the Withdrawal Management Center. The withdrawal management program will begin in July 2023 after hiring and training professional nursing staff to provide the required 24-hour care for persons withdrawing from acute substance addiction.

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

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

II.
PAYMENT

The COUNTY shall make available an amount of up to **$862,000 (EIGHT HUNDRED AND SIXTY-TWO THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. List with non-identifiable information that includes number of clients assisted with shelter
iii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iv. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
v. Invoices of all other expenditures

vi. Proof of payment of all expenditures

III.
TERM/TERMINATION

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

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

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

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

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

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

IV.
AMENDMENTS

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

allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

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

SUBRECIPIENT shall maintain an effective accounting system, which will:

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

VI.
MONITORING

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

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the

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

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

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

IX.
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

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

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

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

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

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

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

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

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

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

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

XII.
INDEPENDENT CONTRACTORS

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

XIII.
SUBCONTRACTING AUTHORITY

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

XIV.
DOCUMENTATION

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

XV.
FORM 1295 COMPLIANCE

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

XVI.
NOTICE

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

County;

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

and

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

Subrecipient:

Bluebonnet Trails Community Services
c/o Andrea Richardson - CEO
1009 North Georgetown Street
Round Rock, Texas 78664

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2023

SUBRECIPIENT:

Bluebonnet Trails Community Services

_____
Authorized Signature

Andrea Richardson
Printed Name

Date: June 7, 2023

APPENDIX A – Scope of Services
Bluebonnet Trails Community Services
Residential Withdrawal Management Center (Detox Program)

Major activities of this investment include:

Progress and data collected through fiscal year 2024 will support the application to HHSC for a financially sustained program at the San Gabriel Crisis Center.

Goal 1: Support recovery from intensive substance addiction and avoid relapse through:

- 24/7 medical care to manage withdrawal symptoms and psychiatric conditions.
- Psychological treatment of addiction and co-occurring mental disorders.
- Learning and coping skills to avoid relapse and maintain recovery.
- Motivating peers who have been through treatment, offering lived experience leading to a substance-free lifestyle.
- A structured environment with scheduled days with therapy and counseling supporting a healthier lifestyle and home network to which the participant will return.
- Nutritional guidance improving diet and restoring deficient vitamins and nutrients.
- Healthy activities improving physical and mental wellbeing.

Goal 2: Serve 80 adults during the first 12 months of operation referred by Williamson County health care, courts and law enforcement partners.

Goal 3: Strengthen recovery through effective step-down programs including, but not limited to:

- Outreach Screening Assessment and Referral (OSAR) coordination into a lesser intensive, longer-term residential placement; or
- Outpatient care allowing the individual to return home while continuing care and sobriety through Medication-Assisted Treatment (MAT) and/or intensive outpatient substance abuse treatment.

PROJECT DESCRIPTION:

The Withdrawal Management Center will provide medical treatment for persons detoxing from drugs – a process that may have a life-threatening impact. These drugs include alcohol, opioids or sedatives. During detox, withdrawal symptoms are monitored 24-hour by nurses skilled to treat the effects experienced during withdrawal. Withdrawal symptoms may be uncomfortable for some and unbearable for others, requiring medical care to mitigate the effects. After detoxing in a safe environment with constant access to medical care, individuals can safely return to a drug-free state. While detoxing, the patient will reside temporarily at the Withdrawal Management Center providing 24/7 access to medical care as needed along with an intensive program of psychiatric care including individual and group therapy sessions.
Medical treatment safely removes addictive substances from the body while treating potentially dangerous withdrawal symptoms. In addition to detox, medical treatment may be required to treat other issues like sickness and malnutrition that pose a threat to physical wellbeing. After stabilizing physical health, the treatment shifts to deeper psychological issues that underlie substance use.

SERVICE DELIVERY:

While patients temporarily reside at the Withdrawal Management Center, they are free to focus on their

addiction recovery without the triggers, stresses, and distractions of work and home life. Withdrawal treatment typically lasts from 10 to 20 days. The program is individualized according to the assessed physical and psychiatric needs of the patient and includes:

- Comprehensive evaluation by a RN
- Treatment planning tailored to specific needs
- 24-hour nursing supervision
- Medication management, if necessary
- Individual therapy with a licensed professional
- Group therapy sessions with licensed professionals and with peers
- Ongoing review of treatment goals
- Recreational activities supporting wellness and building life balance
- Aftercare and discharge planning

After completing the residential program, the majority of individuals transition to a lower level of care of outpatient care offered by BTCS as well as coordination to programs external to BTCS. For those requiring ongoing residential treatment, BTCS will coordinate admission to a long-term facility.

FUNDING METRICS AND OUTCOMES:

1. Serve 80 individuals with intensive addictions during the first 12 months of operation.
2. Provide appropriate step-down care and assistance for 100% of patients discharged after accomplishing short-term goals while admitted to the Withdrawal Management Center.
3. For persons refusing treatment and seeking to leave the Withdrawal Management Center, 100% will receive a recommended plan with referrals to continue outpatient treatment and will receive follow up contacts within 24 hours, 3 days, and 7 days of leaving the program to ensure community connections are made and the individual is welcomed to return to the program.

APPENDIX B – Program or Project Budget/Allowable Expenses
Bluebonnet Trails Community Services
Residential Withdrawal Management Center (Detox Program)

(Incorporated herein as if copied in full)

BTCS WITHDRAWAL MANAGEMENT CENTER BUDGET:

The Williamson County financial investment supports five (5) Registered Nurses providing 24/7/365 care. All other costs for the Withdrawal Management Center are funded by BTCS.

- Withdrawal Management Center at SGCC – 2023: $287,000, prorated from July 1, 2023 through December 31, 2023
- Withdrawal Management Center at SGCC – 2024: $575,000, from January 1, 2024 through December 31, 2024

TOTAL NOT TO EXCEED $862,000

Commissioners Court - Regular Session **73.**

Meeting Date: 06/27/2023

Veterans Treatment Court

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 converting Williamson County Veterans Treatment Court and DWI/Drug Court positions to general fund when grant funding sources are no longer available.

Background

The Williamson County Veterans Treatment program is one of the most successful in the State of Texas, with a graduation rate of 93%, as compared with the state average of 89%. The program has proven successful with an outstanding local 2-year recidivism rate of 93%. These graduates have not re-offended and have remained out of our local criminal justice system. The program has graduated 28 veterans in 2020 (even during the pandemic), 29 veterans in 2021, and 26 veterans in 2022. Per policy (attached), the Budget Office needs direction from the Commissioners Court on funding of grant positions. The costing, as it stands today is attached. Cost does not reflect benefits or compensation changes for FY 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Policy

Program Stats

Program Position Costs

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:27 AM
Form Started By: Kathy Pierce		Started On: 06/22/2023 09:47 AM
Final Approval Date: 06/22/2023		

I. Grant Funding

All grant funded requests must be made to the Commissioners Court directly. This includes requests for full or partial funding. Should dollars be needed to fund a position and/or assets (or maintenance of) from the general fund or road and bridge fund due to grant expiration, non-renewal or a change in the percentage of funding received or percentage of allocation, the process would be as follows:

a. Notification of grant expiration will be sent out via the Auditor's Office 90 days prior to the expiration date
b. The department is responsible for placing an item on the agenda to request funding no later than July 1st of each year for the following year's budget. Agenda item placement MUST include the completed "Grant Questionnaire" form located in SharePoint
c. Should funding be approved by the Commissioners Court, funds will be added as applicable to the budget prior to adoption for the next fiscal year

This process applies to but is not limited to the following examples:

- Grant has covered 100% of costs in the past and will now cover 80%. The remaining 20% must be requested from the Court
- The grant has expired, renewal is no longer an option, and the department would like to fund the position and/or program beyond the expiration date
- The grant covers the person but not the assets (or vice versa) to go with the position; a request for funding of the assets must be made
- The grant does not cover merit/COLA increases that may be awarded by the Court for the following year
- Any situation in which funds, or an increase in funds, are being requested from the general fund or road and bridge fund

Ashlie R 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

COMMISSIONER'S COURT AGENDA ITEM

Williamson County Veterans Treatment Court (WCVTC)
And
Misdemeanor DWI/Drug Court

Why a Veterans Treatment Court?

A growing number of veterans suffer from substance use disorders, mental health conditions (such as PTSD), and trauma (such as TBI). These issues can be exacerbated by the loss of structure and camaraderie found in the military, and research continues to link substance use disorders with service-related mental illness. Such conditions increase the likelihood of involvement with the justice system. In fact**, 81% of justice-involved veterans** had a substance use disorder prior to incarceration, and **25% were identified as mentally ill**.

Veterans fought for our freedom. We fight for theirs in the Williamson County Veterans Treatment Court and give them the support they have earned. Veterans treatment courts offer a solution.

In the innovative veterans treatment court model, one judge handles the cases of numerous veterans and addresses them during the same court session, restoring some of the structure and camaraderie found in the military but often lost on the home front.

The judge is surrounded by an interdisciplinary team (prosecution, defense, treatment providers, law enforcement, Department of Veterans Affairs representatives, and a team of volunteer veteran mentors) all working toward the same goal: to help each veteran achieve recovery and get their lives back on track. This unique team is more familiar than most court professionals with the Veterans Health Administration, Veterans Benefits Administration, State Department of Veterans Affairs, and veterans service organizations. It allows a collaborative approach and "one-stop shopping" to ensure each veteran receives the personalized, wraparound services he or she has earned and needs to succeed. Treatment courts improve education, employment, housing, financial stability, and promote family reunification.

Not only are treatment courts effective and humane, they **save considerable money for taxpayers**. They produce **benefits of $6,208 per participant**, returning **up to $27 for every $1 invested.***

Do Veterans Treatment Courts work?

The first major study of these courts, published in the *Community Mental Health Journal*, concluded that veterans participating in veterans treatment courts experience significant improvement with depression, PTSD, and substance use, as well as with critical social issues such as housing, emotional health, relationships and social connection, and overall functioning and well-being.

The same study found that **89.5% of veterans with PTSD who participated in veteran's treatment court remained arrest-free during their time in the program**. It further concluded that mentoring from fellow veterans was particularly effective: veterans who received mentoring experienced better clinical outcomes and felt more socially connected.

WCVTC and DWI Court Statistics

- WCVTC was created in September 2014; first participant accepted in 2015.
- **Number of participants** since inception and currently in program:
  - WCVTC – 239 participants
  - DWI/Drug – 661 participants
- **Number of Participants Currently in Program**:
  - WCVTC – 27 (31 applicants in screening process)
  - DWI/Drug – 17 (7 applicants in screening process)
- **Success Rate of Programs**:
  - WCVTC – 93% successful graduation rate (State average is approximately 89%)
  - DWI/Drug – 85% successful graduation rate
- **Veterans Arrested -** in 2022, there were 681 veteran arrests made in Williamson County

WCVTC Success Story

M.M., a 34-year-old Hispanic female, recently graduated from the WCVTC on October 1, 2020. M.M. had many ups and downs while in the WCVTC, but she never gave up and neither did the treatment staff. She spent 535 days in the program after going to inpatient treatment 3 different times and spending the longest time in the program than any participant we have ever had. She changed the people, places, and things in her life that were negatively affecting her life and focused on addressing the past trauma in her life. She finally received the treatment and the support she needed in the WCVTC.

She currently has a new career in real estate, is in a healthy relationship, and has closed on a new home. The WCVTC was able to assist her in navigating needed resources and treatment, which in turned helped her succeed through the treatment court and in life.

*www.nadcp.org/treatment-courts-work/

Oct'23-Sep'24			
B. Staples Current	$	66,172.60	
COLA	$	-	0%
Total	$	66,172.60	
Merit	$	-	0%
Total	$	66,172.60	
Total	$	66,172.60	
Hourly Rate			
Biweekly amount	$	2,545.10	
FICA	$	194.70	
RET	$	395.51	
W/C	$	2.80	
Total Salary/Fringe	$	3,138.11	
Insurance/Monthly	$	844.00	
# of Payperiods	$	84,415.11	
	$	10,128.00	
Total Personnel	$	94,543.11	

Oct'23-Sep'24			
E. Lucas Current	$	59,852.00	
COLA	$	-	0%
Total	$	59,852.00	
Merit	$	-	0%
Total	$	59,852.00	
Total	$	59,852.00	
Hourly Rate			
Biweekly amount	$	2,302.00	
FICA	$	176.10	
RET	$	357.73	
W/C	$	2.53	
Total Salary/Fringe	$	2,838.37	
Insurance/Monthly	$	844.00	
# of Payperiods	$	76,352.05	
	$	10,128.00	
Total Personnel	$	86,480.05	

Commissioners Court - Regular Session **74.**

Meeting Date: 06/27/2023

Project Manager

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 job description and line item transfer within the Commissioners Court budget for a Project Manager 2 position approved during the budget process.

Background

Please see attached draft Project Manager 2 job description. Line item transfer for funding would cover the base salary of a B.31 with 8% additional that was allocated for new positions. This funding transfer approval would allow us to create a position control number (PCN) to assign to the previously approved position.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0401.004998	Contingencies	$95,751.45
To	0100.0401.001100	Full time Salaries	$69,505.19
To	0100.0401.002010	FICA	$5,317.15
To	0100.0401.002020	Retirement	$10,801.11
To	0100.0401.002030	Insurance	$10,128.00

Attachments

PM2.draft

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/14/2023 08:46 AM
Budget Office	Saira Hernandez	06/15/2023 10:46 AM
Form Started By: Rebecca Clemons		Started On: 06/13/2023 01:50 PM
Final Approval Date: 06/15/2023		

Williamson County Job Description

Dept: Commissioners Court

Job Title: Project Manager II **FLSA: Exempt** **Pay Grade: 31** **Effective Date: TBD**

JOB SUMMARY:

- Manages significant projects and responsible for conduction research, as assigned by the Commissioner or the Commissioners Court.
- Communicates and coordinates with County departments, elected officials, and other stakeholders as necessary in project delivery.

ESSENTIAL DUTIES:

- Manages significant County and community projects as assigned by the Commissioner and/or the Commissioners Court.
- Evaluates efficiency of various county program procedures, initiating changes as required.
- Develops project plans, and manages project scope, schedule and cost.
- Researches, prepares and manages various grant programs including budgetary oversight and ensuring grant program outcomes/deliverables.
- Participates in developing, implementing, and monitoring contracts and inter local agreements with external agencies.
- Develops in-depth knowledge of ongoing major project areas, such as grants, healthcare, transportation infrastructure, and justice.
- Assists departments countywide in strategic planning and process improvements.
- Supervise project staff from other departments as assigned to projects.
- Serves as a resource for agencies or political subdivisions that have business with the county.
- Communicates, frequently with office personnel, other county personnel, elected officials, department heads, external agencies and the general public as it pertains to the position.
- Readily complies with departmental and county-wide policies and procedures.
- Performs related special projects as assigned.
- The physical demands and environmental factors listed below as well as regular attendance are also essential functions for this position.

PHYSICAL DEMANDS:

- Position involves sitting at a desk or other workstation, typing, filing, making copies, standing and communicating to various members of the county, external agencies and the general public.

ENVIRONMENTAL FACTORS:

- Work is primarily indoors in an air-conditioned, smoke free office. Continual work at a computer keyboard.
- Williamson County has adopted a Tobacco-Free Workplace policy. This policy prohibits smoking or use of any tobacco product on Williamson County premises.

MINIMUM QUALIFICATIONS:

- Combination of education and experience equivalent to a Bachelor's degree in public administration, business administration, political science, public relations or related field.
- Four (4) years progressive project and/or program management and administration experience.
- Experience with Windows, Office 365, and project management software.

EMPLOYMENT TESTING:

DRAFT

- Employment is contingent on passing post-offer, pre-employment and periodic drug testing and criminal background investigations.

PREFERRED REQUIREMENTS:

- Experience in local county government administration.
- Experience working with elected officials.

IRREGULAR HOURS:

- Work outside of the normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required to meet deadlines and accuracy requirements.
- Non-Essential Personnel for Emergency Situations; unless employees are designated by Department Heads of employees are in other offices that are open.

ORGANIZATION RELATIONSHIPS:

- Reports administratively to the County Commissioner, reports to the Commissioners Court
- Direct Reports- N/A
- Number of Direct Reports- 0

FAIR LABOR STANDARDS ACT (FLSA) STATUS:

- Exempt (Salary)

SIGNATURES—REVIEW AND COMMENT:

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

	Signature of Employee	Date
(Update) Job Title of Supervisor	Signature of Supervisor	Date
(If appropriate, if not Delete) Job Title of Division Director	Signature of Division Director	Date
(Update) Job Title of Elected Official	Signature of Elected Official	Date

DRAFT

COMMENTS:

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

DRAFT

Commissioners Court - Regular Session **75.**

Meeting Date: 06/27/2023

Planner 2

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 an exception to policy for a position conversion request for the Road and Bridge Department.

Background

The request is to convert Position Control Number (PCN).1524 from an Operator 1 with a grade of B.19 to a Planner 2 with a grade of B.28. The salary for the position will be set at $81,552.12, with a longevity budget of $1,872, and an effective date of change as June 30, 2023. No additional funding is needed at this time.

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	06/14/2023 11:34 AM
Form Started By: Rebecca Clemons		Started On: 06/14/2023 11:30 AM
Final Approval Date: 06/14/2023		

Commissioners Court - Regular Session **76.**

Meeting Date: 06/27/2023

FY23 CDBG Annual Action Plan

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant 2023 proposed projects to be included in the Annual Action Plan.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY23 funding allocation of $1,844,652 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. This is a request for the approval of the 2023 proposed projects that will be included in the Annual Action Plan. The priorities listed were approved by the Court on April 23, 2019 as a part of the program's 5-year Consolidated Plan.The attached "FY23 Recommended CDBG Projects" is for your review. Projects listed will be included in the FY23 Annual Action Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Projects

Priorities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 10:14 AM
Form Started By: Sally Bardwell		Started On: 06/21/2023 02:25 PM
Final Approval Date: 06/22/2023		

Community Development Block Grant FY23
Recommended Projects
Allocation $1,844,652

Jarrell Street Paving Project
Replace existing base material and asphalt along a 2500 foot section of North 5th Street and West Avenue A. Project will also repave the section with a new layer of 2" HMAC asphalt. Existing driveways will be reconnected to the new pavement.
Funding Requested: $503,833
Estimated Funding for FY23: $503,833
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Jarrell
Priority Needs Addressed: Improve Public Facilities/Infrastructure
Goal Outcome Indicator: 560 people

City of Granger Water System Improvements
Project to include the survey of water assets, modeling of water distribution system, and installation of 12-inch and 8-inch water lines. Locations within Granger to be determined. Engineering funded in 2022.
Funding Requested: $370,365
Estimated Funding for FY23: $370,365
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Granger
Priority Needs Addressed: Improve Public Facilities
Goal Outcome Indicator: 715 people

City of Georgetown Home Repair Program
Project will assist approximately 23 eligible households who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
Funding Requested: $150,000
Estimated Funding for FY23: $150,000
Annual Goals: Increase Access to Affordable Housing
Target Areas: City of Georgetown
Priority Needs Addressed: Housing Rehabilitation
Goal Outcome Indicator: 23 Households

Habitat for Humanity of Williamson County Home Repair Program
Project will assist approximately 22 eligible households who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
Funding Requested: $180,000
Estimated Funding for FY23: $180,000
Annual Goals: Increase Access to Affordable Housing
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Housing Rehabilitation
Goal Outcome Indicator: 22 Households

City of Liberty Hill Sidewalks Project
Installation of sidewalks with associated drainage and ADA compliance activities along Fallwell St, Stubblefield Lane and Myrtle Lane completing a loop for safe nonmotorized travel for the citizens of Liberty Hill. The loop will continue the City's program of providing a walking system for the City. This loop will connect Main Street with the Food Truck Park and an apartment complex as well as a number of residents in the older area of town.
Funding Requested: $429,435
Estimated Funding for FY23: $429,435
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Liberty Hill
Priority Needs Addressed: Improve Public Facilities/Infrastructure
Goal Outcome Indicator: 895 people

Helping Hands of Georgetown/Social Service Food Pantry
Food pantry services to qualified clients.
Funding Requested: $25,000
Estimated Funding for FY23: $25,000
Annual Goals: Public Services/Food Pantry
Target Areas: City of Georgetown
Priority Needs Addressed: Non-Homeless Special Needs
Goal Outcome Indicator: 130 People

Hutto Resource Center/ Social Service Food Pantry
Food pantry services to qualified clients.
Funding Requested: $32,900
Estimated Funding for FY23: $32,900
Annual Goals: Public Services/Food Pantry
Target Areas: City of Hutto
Priority Needs Addressed: Non-Homeless Special Needs
Goal Outcome Indicator: 100 Households

Operation Liberty Hill/ Social Service Homeless Emergency Shelter
Provide temporary housing in local motels for those experiencing homelessness during extreme weather.
Funding Requested: $28,500
Estimated Funding for FY23: $14,540
Annual Goals: Public Services/Emergency Shelter
Target Areas: City of Liberty Hill
Priority Needs Addressed: Emergency Shelter
Goal Outcome Indicator: 22 people

Program Administration
Estimated Funding for FY23: $138,579

Alternate Project
FY23 CDBG Funding

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is $25,000 or less, or
- the increase of decrease exceeds 25% change in federal funding where the project is more than $25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects

Habitat for Humanity of Williamson County Land Acquisition
Land acquisition for the purpose of building affordable housing.
Funding Requested: $500,000
Estimated Funding for FY23: $0
Annual Goals: Increase Access to Affordable Housing
Target Areas: CDBG Participating Cities and Unincorporated Areas of the County
Priority Needs Addressed: Land Acquisition
Goal Outcome Indicator: 6-20 Households

Sunrise Community Church/ Social Service Homelessness Hotline
Hotline that provides Williamson County residents who are experiencing homelessness and those fleeing domestic violence access to valuable information and services, to assess the vulnerability of those experiencing homelessness and to create a data set on those experiencing homelessness that can help local lawmakers make educated decisions on resources in the future.
Funding Requested: $60,000
Estimated Funding for FY23: $0
Annual Goals: Public Services/Homelessness Services
Target Areas: Participating cities and unincorporated areas
Priority Needs Addressed: Homelessness Services
Goal Outcome Indicator: 1000 people

City of Taylor Water Disinfection Station
Rehabilitate prior disinfection station near Southwood Hills in Taylor TX.
Funding Requested: $797,000
Estimated Funding for FY23: $0
Annual Goals: Public Facilities and Infrastructure Improvements
Target Areas: City of Taylor
Priority Needs Addressed: Improve Public Facility
Goal Outcome Indicator: 5635 People

Dickey Museum and Multipurpose Center
Restoration and rebuild of the Dickey Museum and Multipurpose Center.
Funding Requested: $400,000
Estimated Funding for FY23: $0
Annual Goals: Neighborhood Facilities
Target Areas: City of Taylor
Priority Needs Addressed: Neighborhood Facilities
Goal Outcome Indicator: 4611 people

Williamson County Funding Priorities for 2019-2023

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

- Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

1	Priority Need Name	INCREASE ACCESS TO AFFORDABLE HOUSING
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Families Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide CDBG Eligible
	Associated Goals	Housing rehabilitation Homeownership assistance Affordable rental housing
	Description	Provide assistance to homeowners and renters to increase access to affordable housing and to extend the life of existing units.
	Basis for Relative Priority	High housing costs reduce economic opportunities and access to prosperity.
2	Priority Need Name	DECREASE HOMELESSNESS
	Priority Level	High
	Population	Families with Children Elderly Families Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Provide housing/services to the homeless/at risk of homelessness
	Description	Provide support for facilities and services that are targeted at those experiencing homelessness and/or at risk of homelessness
	Basis for Relative Priority	Homelessness has been increasing and there is a need to provide shelter and support for persons experiencing homelessness or who are at risk of becoming homeless. This includes persons who are living in cars, doubled up or couch surfing. Support could come in the form of emergency shelters, transitional housing, permanent supportive housing and services related to health and mental health, substance abuse issues, etc.

3	Priority Need Name	PUBLIC FACILITIES AND INFRASTRUCTURE IMPROVEMENTS
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Non-housing Community Development
	Geographic Areas Affected	CDBG Eligible Countywide
	Associated Goals	Improve public infrastructure Improve public facilities
	Description	Improvements to public facilities and infrastructure and facilities that deliver public services. Infrastructure improvements include: solid waste disposal, flood drains, water/sewer, streets, sidewalks, neighborhood facilities, and parks and recreational facilities. Examples of public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations.
	Basis for Relative Priority	There is a need to make improvements, particularly in low- and moderate-income areas in which the local jurisdictions are less able to leverage resources or attract investments that are necessary to improve the quality of life. There is a significant need for water resources, wastewater and improved drainage throughout the county.
4	Priority Need Name	PUBLIC SERVICES
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Non-homeless special needs Persons with disabilities Victims of domestic violence Homeless Families with children Non-housing Community Development
	Geographic Areas Affected	Countywide
	Associated Goals	Provide public services
	Description	Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children as well as childcare services, health and mental health services, transportation, non-homeless special needs and employment training.
	Basis for Relative Priority	A variety of public services are needed including services for seniors, youth and children, those needing mental health services, health services, services for persons with disabilities, services for victims of domestic violence and non-homeless special needs. Public transportation is a significant need to enable individuals to access services.
5	Priority Need Name	AFFIRMATIVELY FURTHER FAIR HOUSING CHOICE
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Families with Children Elderly Families

		Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Fair housing activities
	Description	Provide education and outreach to the community regarding fair housing laws
	Basis for Relative Priority	There is the continued need for education and outreach for the general public, those in the real estate industry, landlords and property managers regarding fair housing laws.
6	Priority Need Name	PLANNING AND ADMINISTRATION
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income
	Geographic Areas Affected	Countywide
	Associated Goals	Planning and administration
	Description	Administrative and planning costs to operate the CDBG program successfully.
	Basis for Relative Priority	Effective and efficient implementation of CDBG funding requires adequate resources for program planning and administration.

Commissioners Court - Regular Session **77.**

Meeting Date: 06/27/2023

County Branding

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a recommendation from the Branding Committee regarding adoption of a new county brand for use by county departments and offices.

Background

On October 4, 2022, the Commissioners Court awarded a contract to Slate Communications for county branding. A Branding Committee was formed to work with Slate Communications to help them gather input from stakeholders and provide feedback during the process. The Branding Committee, consisting of 14 members including both employees and elected officials, recommends the attached Option 1 as the new county brand.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Brand Option 1

Business Card

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/21/2023 04:30 PM
Form Started By: Connie Odom		Started On: 06/21/2023 03:29 PM
Final Approval Date: 06/21/2023		

Option 1


WILCO
TEXAS

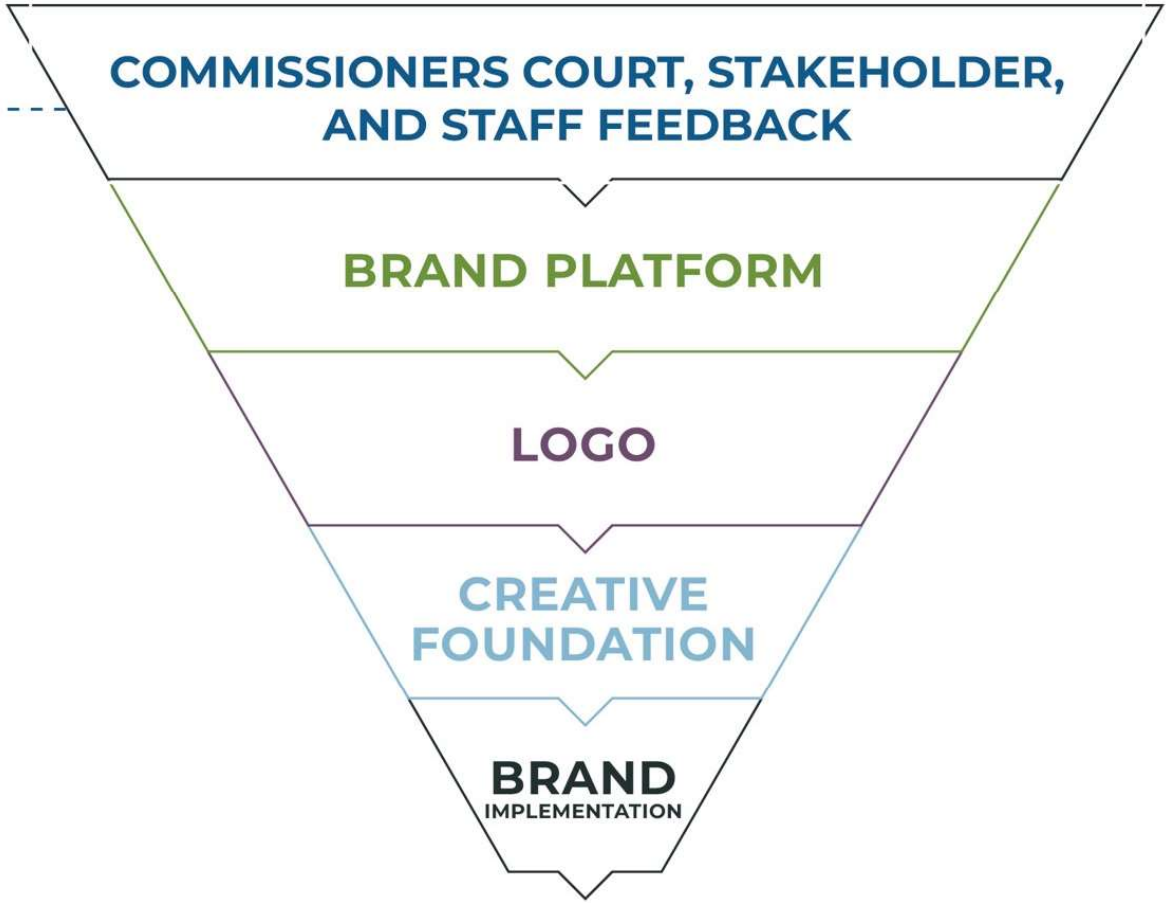

WILLIAMSON COUNTY
TEXAS
EST. 1848
COMMISIONERS COURT

5
COMMISSIONER INTERVIEWS

13
BRAND COMMITTEE MEMBERS
- 5 MEETINGS -

14
COUNTY STAFF MEMBERS

6
STAKEHOLDER GROUPS



STYLE GUIDE

Logo Creative Direction from the Brand Committee

- THE LOGO MUST NOT BE OVERLY DETAILED AND SHOULD BE EASILY REPLICATED. "WILCO" IS A FAVORED TERM FOR THE COUNTY.
- THE LOGO MUST WORK WELL IN COLOR, BLACK AND WHITE.
- ENSURE THE LOGO WORKS EQUALLY WELL AT DIFFERENT SIZES AND ON A VARIETY OF APPLICATIONS. *(EX: PRINT, DIGITAL, VEHICLE WRAPS, INDOOR AND OUTDOOR SIGNAGE, CLOTHING, ETC.)*
- CREATE A FLEXIBLE LOGO AND BRAND FAMILY THAT INCORPORATES ALL COUNTY DEPARTMENTS AND THE ORGANIZATION AS A WHOLE. THE LOGO SHOULD BE DESIGNED TO FIT WITHIN BOTH A SQUARE AND HORIZONTAL SPACE.
- DO NOT INCLUDE THE OUTLINE OF THE STATE OF TEXAS.

WHAT WE HEARD FROM
COMMISSIONERS COURT,
STAFF & STAKEHOLDERS

Williamson County Organization is...

- **INNOVATIVE**
- **APPROACHABLE**
- **COLLABORATIVE**
- **TRUSTWORTHY**
- **PRINCIPLED**
- **ACCOUNTABLE**
- **BUSINESS-FRIENDLY**
- **PROACTIVE**
- **PROFESSIONAL**
- **SUPPORTIVE**

WILCO
TEXAS




WILLIAMSON COUNTY
TEXAS
EST. 1848
COMMISSIONER PCT. ONE


WILLIAMSON COUNTY
TEXAS
EST. 1848
COURT AT LAW ONE


WILLIAMSON COUNTY
TEXAS
EST. 1848
JUSTICE OF THE PEACE PCT. ONE


WILLIAMSON COUNTY
TEXAS
EST. 1848
COMMISSIONER PCT. ONE


WILLIAMSON COUNTY
TEXAS
EST. 1848
COMMISSIONER PCT. ONE
FIRSTNAME
LASTNAME
TITLE
512.943.9999
Firstnamelastname@wilco.org
1111 E. Inner Loop, STE A
Georgetown, TX. 78626
wilco.org


WILLIAMSON COUNTY
TEXAS
EST. 1848
COMMISSIONER PCT. ONE


Bill Gravell
COUNTY JUDGE
WILLIAMSON COUNTY
TEXAS
EST. 1848
COMMISSIONERS COURT




WILCO
EMERGENCY MANAGEMENT


WILCO
ROAD & BRIDGE




WILCO
TEXAS
FIRSTNAME
LASTNAME
TITLE
wilco.org


WILCO
ROAD & BRIDGE


WILCO
JUVENILE
JUSTICE CENTER


Round backing replaces
or covers current
embedded Texas seal
WILCO
CONSTABLE
PRECINCT 4


WILCO
TAX ACCESSOR/COLLECTOR


WILCO
ROAD & BRIDGE


EMERGENCY
911
WILCO
TEXAS
WILLIAMSON COUNTY
SHERIFF
SHERIFF'S OFFICE


WILLIAMSON COUNTY
EMS
ET2004
TX246013
WILCO
TEXAS


USS1662
WILCO
ROAD & BRIDGE


WILCO
ROAD & BRIDGE


SHERIFF
TEXAS
SHERIFF MIKE GLEASON
Direct: (512) 943-1402
Fax: (512) 943-1393
www.wilco.org
mgleason@wilco.org
508 S. Rock St.
Georgetown, TX 78626
WILLIAMSON COUNTY SHERIFF'S OFFICE
WILCO
TEXAS


WILCO
TEXAS
FIRSTNAME
LASTNAME
POSITION TITLE


WILCO
TEXAS
FIRSTNAME
LASTNAME
POSITION TITLE


WILCO
TEXAS
FIRSTNAME
LASTNAME
POSITION TITLE

Primary Colors

PANTONE
2161 CP

PANTONE
7527 CP

PANTONE
4213 CP

Secondary Supportive Colors

PANTONE
2205 CP

PANTONE
6073 CP

PANTONE
426 CP

Commissioners Court - Regular Session **78.**

Meeting Date: 06/27/2023

JP3 Truancy Fund FY2024 Personnel Request

Submitted For: Evelyn McLean **Submitted By:** Cherie Vasquez, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving funding to supplement the JP3 Truancy Fund Case Manager position for FY24.

Background

Our office received notice from the Auditor's Office on May 18th, 2023 that our Truancy Fund revenue has decreased over the years and will no longer support a full time FTE. Because we are past the deadline of requesting a new position during the FY24 budget process, we are asking the court for a "not to exceed" of $21,600 to supplement this position for FY24. The truancy fund will pick up the balance of funding needed in the amount of $50,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY24 JP3 Truancy Fund

JCM Duties

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/21/2023 04:31 PM
Form Started By: Cherie Vasquez		Started On: 06/21/2023 04:02 PM
Final Approval Date: 06/21/2023		

Input: JP #3 TRUANCY PROGRAM - Expenses

En 01-0367-0367 - JP #3 TRUANCY PROGRAM
Sc DEPT_REQ
Ye 2024
Da 9-Jun-23

Expenses			**Requested**		**Projected**	
01-0367-0367 FY202			**FY2024**			
FTE	FTE	$	1.00			
001100	F/T SALARIES	$	45,883.68	$	48,177.86	5%
001100_MERIT_ADJ	MERIT ADJUSTMENT (FULLTIME)	$	-			
001101	P/T SALARIES <= 29 HRS/WK	$	-			
001101_MERIT_ADJ	MERIT ADJUSTMENT(PARTTIME)	$	-			
001101_UNALLOC	P/T UNALLOCATED <= 29 HRS/WK	$	-			
001102	P/T SALARIES <20 HRS/WKS	$	-			
001107	TEMP LABOR-SEASONAL HELP	$	-			
001113	FTO	$	-			
001125	LONGEVITY PAY	$	624.00	$	624.00	
001130	MERIT, RETENTION & RECRUITING	$	-			
T52000	**SALARIES**	$	46,507.68	**$**	**48,801.86**	
002010	FICA	$	3,557.84	$	3,733.34	
002010_UNALLOC	FICA (Unallocated)	$	-			
002020	RETIREMENT	$	7,227.29	$	7,583.81	
002020_UNALLOC	RETIREMENT (Unallocated)	$	-			
002030	INSURANCE	$	10,128.00	$	9,600.00	
002050	WORKER'S COMP	$	46.51	$	46.51	
T53000	**FRINGES**	$	20,959.64	$	20,963.66	
003005	OFFICE FURNITURE < $5,000	$	-			
003006	OFFICE EQUIPMENT < $5,000	$	-			
003010	COMPUTER EQUIPMENT < $5,000	$	-			
003100	OFFICE SUPPLIES	$	200.00	$	200.00	
003901	PUBLICATIONS/BOOKS/PERIODICALS	$	-			
004210	INTERNET/EMAIL SVS	$	-			
004211	TELEPHONE SERVICE	$	-			
004231	TRAVEL	$	300.00	$	300.00	
004232	TRAINING, CONF., SEMINARS	$	660.00	$	660.00	
004350	PRINTED MATERIALS & BINDING	$	158.40	$	158.40	
004610	RENT	$	-			
004999	MISCELLANEOUS	$	500.00	$	500.00	
T53500	**OPERATION/MAINT**	$	1,818.40	$	1,818.40	
T50000	**TOTAL EXPENSE**	$	69,285.71	$	71,583.93	
			0367-0367	$	50,000.00	
			Amount Needed	$	21,583.93	

JUVENILE CASE MANAGER DUTIES
Williamson County Justice of the Peace, Pct. 3

- Assist teenagers with their internship applications.
- Write letters for volunteers who are applying for internships.
- Sign off on Community Service Restitution log sheets.
- Stay after hours when mentors meet with mentees.
- Communicate with mentors to schedule visits and confirm meetings.
- Track the visits with the mentors and their mentees.
- Communicate with Catalyst about the teens who are ordered to attend their programs. Will call the child's parents if they fail to show up.
- Review emails on services offered by Juvenile Services.
- Assign cases for Teen Court. This includes moving the teen court kids around so they can be matched with various older kids, receive more training and to witness how they handle situations in different ways, manage last-minute cancellations.
- Contact law enforcement officers and request their attendance at Teen Court to testify.
- Sort Teen Court cases/files according to each case.
- Place order and pick up food for Teen Court nights.
- Set up folders for the defense and the prosecution. Ensures that all log sheets and paperwork are available (tickets, log sheets, script, etc).
- Make binders for new students that enroll in the program. If Teen Court applications are received, review them and and add them to GroupMe.
- Present extensions or Teen Court requests to Judge McLean for approval or denial.
- Schedule both juvenile and parent contributing cases.
- Send out summonses.
- Serve any out-of-county or out-of-state summonses that may be required in juvenile cases. This requires researching addresses and determining which constable should receive the summonses.
- Prepare case notes for each docket to document the new recommendations and statments from the schools.
- Print party Information forms, juvenile papers or truancy forms in advance for the child and parent(s) to read and sign before court.
- Review and track truancy emails for Show Cause Hearings, dismissals, and updating cases with comments.
- Attach summonses to cases returned by Williamson County Constable 3 or from out of the county.
- Maintain accurate record of Community Service Restitution hours for open Teen Court cases.
- Schedule Show Cause Hearings when Teen Court orders are not being followed.
- Answer phone calls and voicemails.
- Respond to emails sent by minors, parents, law enforcement, or schools.
- Conduct school visits to ensure compliance.
- Attend youth taskforce meetings.

Meeting Date: 06/27/2023

VAWA Grant Funding FY2024

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take action regarding FY2024 funding for PCN2003.001100 to meet the requirements the Office of the Governor - Victim's Against Women Justice and Training Program Grant in accordance with the Commissioner Court Resolution approved on February 14, 2023.

Background

In 2021, the District Attorney, with approval of the Commissioners Court by Resolution, first applied for a grant to establish and partially fund a position to prosecute felony adult sexual assault cases. See January 26, 2021 Agenda, Item 18. The District Attorney received the grant and the Adult Sexual Assault Prosecutor position (PCN2003.001100) was established. The District Attorney received additional funds in the budget to fully fund the position.

In 2022, the District Attorney, with approval of the Commissioners Court by Resolution, again applied for the grant to partially fund the Adult Sexual Assault Prosecutor position for FY2023. See February 8, 2022 Agenda, Item 19. The District Attorney also requested the position in the FY2023 budget to retain the position in the event the grant was not received. The District Attorney received the grant for FY2023 and additional funds in the budget to fully fund the position.

In 2023, the District Attorney, with approval of the Commissioners Court by Resolution, applied for the grant to partially fund the Adult Sexual Assault Prosecutor for FY2024. See February 14, 2023 Agenda, Item 34. The District Attorney also requested the position in the budget to retain the position in the event the grant was not received. This is the third and final year the District Attorney is eligible to apply for the grant.
The District Attorney has been notified that a grant for FY2024 is recommended, but the grant award has not been made, and is not expected before the County's July 1 grant funding deadline. The District Attorney applied for grant funds of $123,900 (70%) but only $57,401.61 (32%) has been recommended. As a result of a decrease in the grant funding percentage, and the increase in cost of the position due to COLA and merit increases, the amount required from the County to fully fund the position for FY2024 exceeds the $53,100 anticipated. The Auditor's Office calculated the amount of $115,808.43 is needed from the County to fund the position through September 2024.
By Resolution, the Commissioners Court has already agreed to provide necessary funding to finance the grant project for FY2024. The District Attorney is bringing this issue to the Court's attention, in the interest of transparency, before the July 1, 2023 deadline. Once the grant award is made the County's funding requirement in accordance with the Resolution will be finally determined.

Attachments:
Grant Resolution for FY2024
Auditor's Calculation
Violence Against Women's Act (VAWA) Grant Recommendation for FY2024

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Resolution
Auditor's Calculation
VAWA Grant Recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/21/2023 03:07 PM
Form Started By: Grace Frias		Started On: 06/21/2023 02:25 PM
Final Approval Date: 06/21/2023		

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

That on the 14th day of February 2023, the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

WHEREAS, the Commissioners Court finds it in the best interest of the citizens of Williamson County that the Special Victims Unit Felony Prosecutor Project be operated for Fiscal Year 2023/2024; and

WHEREAS, the Commissioners Court agrees to provide applicable matching funds for the Project as required; and

WHEREAS, the Commissioners Court assures that in the event of loss or misuse of grant funds, all funds will be returned to the Office of the Governor, Public Safety Office (PSO); and

WHEREAS, the Commissioners Court designates the County Judge as the authorized official who is given the authority to apply for, accept, reject, alter or terminate the grant on behalf of Williamson County.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court approves submission of the grant application for the Special Victims Unit Felony Prosecutor Project to the PSO.

Valerie Covey

Valerie Covey - Presiding Officer
Passed and Approved on February 14, 2023
Grant Number: 4219103

Sep'23		
Current Salary	$ 109,639.14	
COLA	$ -	0%
Total	$ 109,639.14	
Merit	$ -	0%
Total	$ 109,639.14	
Total	$ 109,639.14	
Hourly Rate		
Biweekly amount	$ 4,216.89	
FICA	$ 322.59	
RET	$ 655.30	
W/C	$ 4.64	
Total Salary/Fringe	$ 5,199.43	
Insurance/Monthly	$ 844.00	
# of Payperiods	$ 10,918.79	
	$ 844.00	
Total Personnel for Sep'23	$ 11,762.79	
Sep'23 Personnel	$ 11,762.79	
Oct'23-Sep'24 Personnel	$ 161,447.25	
Grant Awarded (Sep'23-Aug'24)	$ 57,401.61	
Remaining bal needed to fund position	$ (115,808.43)	

Oct'23-Dec'23		
Current Salary	$ 109,639.14	
COLA	$ 5,481.96	5%
Total	$ 115,121.10	
Merit	$ 3,453.63	3%
Total	$ 118,574.73	
Total	$ 118,574.73	
Hourly Rate		
Biweekly amount	$ 4,560.57	
FICA	$ 348.88	
RET	$ 708.71	
W/C	$ 5.02	
Total Salary/Fringe	$ 5,623.18	
Insurance/Monthly	$ 800.00	
# of Payperiods	$ 38,799.93	
	$ 2,400.00	
Total Personnel for Oct'23-Dec'23	$ 41,199.93	

Jan'24-Sep'24		
Current Salary	$ 118,574.73	
COLA	$ -	0%
Total	$ 118,574.73	
Merit	$ -	0%
Total	$ 118,574.73	
Total	$ 118,574.73	
Hourly Rate		
Biweekly amount	$ 4,560.57	
FICA	$ 348.88	
RET	$ 737.90	
W/C	$ 5.02	
Total Salary/Fringe	$ 5,652.37	
Insurance/Monthly	$ 800.00	
# of Payperiods	$ 113,047.32	
	$ 7,200.00	
Total Personnel for Jan'24-Sep'24	$ 120,247.32	

VAWA Grant Requests for Plan Year 2024

REGIONAL BUDGET ESTIMATE: $292,142.54

	Rank	Applicant	Grant #	$ Requested	Score	Recommended Funding	Footnotes
Recommend Funding and Within RBE	1	Burnet County	4772901	$57,054.00	83.09	$57,054.00	
	2	Williamson County	4219103	$123,900.00	82.55	$57,401.61	2
	3	City of Austin	3599506	$107,313.00	81.00	$107,313.00	
Recommend Funding if Available After RBE	4	SAHELI dba Asian Family Support Services of Austin	4233903	$283,670.69	79.09	$283,670.69	
	5	City of Cedar Park	4863301	$14,322.00	78.00	$14,322.00	
	6	Highland Lakes Family Crisis Center	4277403	$100,856.84	77.91	$100,856.84	
Do Not Recommend Funding	7	Brave Alliance Mission	4745001	$181,791.50	0.00	$0.00	1

[1] Did not attend mandatory grant-writing workshop

[2] Williamson County will be getting a funding recommendation based on 60% of the first year ($95,669.35) request, per CAPCOG policy on 3rd year local government applicants.

Commissioners Court - Regular Session **80.**

Meeting Date: 06/27/2023

2013 Park Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on closing P474 (Expo Horse Stall Barn) and move the remaining funds of $2,195.50 to P562 (Expo Center Support Amenities). Also, to close P475 (Expo Concession & Restrooms) and move the remaining funds of 147.74 to P562 (Expo Center Support Amenities).

Background

This transfer is necessary to close P474 (Expo Horse Stall Barn) and P475 (Expo Concession & Restrooms), and to fund P562 (Expo Center Support Amenities)

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	06/20/2023 04:43 PM
Form Started By: Tomika Lynce		Started On: 06/20/2023 12:29 PM
Final Approval Date: 06/20/2023		

Commissioners Court - Regular Session **81.**

Meeting Date: 06/27/2023

2023 Capital Improvement Program Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to close P616 (JJC Shower Renovation) and move the remaining funds of $180,000 to P578 (JJC Additional Detention).

Background

This transfer is necessary to accurately track the expenditures within the Juvenile Justice Center.

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	06/22/2023 08:39 AM
Form Started By: Tomika Lynce		Started On: 06/20/2023 03:00 PM
Final Approval Date: 06/22/2023		

Commissioners Court - Regular Session **82.**

Meeting Date: 06/27/2023

2015 CO 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 2015 CO bond transfer to move $1,683 from P356 (2015 CO Unallocated) to P543 (JJC - Records Room Remodel).

Background

On April 25, 2023, this project was put on the agenda to close, however the County recently received an outstanding invoice. This transfer is necessary to pay the invoice. There are no more obligations regarding this project.

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	06/22/2023 08:39 AM
Form Started By: Tomika Lynce		Started On: 06/20/2023 03:05 PM
Final Approval Date: 06/22/2023		

Commissioners Court - Regular Session **83.**

Meeting Date: 06/27/2023

2015 CO 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 2015 CO Bond Transfer to move 45,000 from P356 (2015 CO Unallocated) to P432 (Jail Master Plan).

Background

This transfer is necessary to expand on the work with the engineer regarding P432 (Jail Master Plan).

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	06/22/2023 08:40 AM
Form Started By: Tomika Lynce		Started On: 06/21/2023 08:43 AM
Final Approval Date: 06/22/2023		

Commissioners Court - Regular Session **84.**

Meeting Date: 06/27/2023

Approval of Agreement for Services for The Healthy Dispatcher Training for 911 Communications Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Agreement #2023227 between Williamson County and The Healthy Dispatcher, LLC. to provide training classes for Williamson County 911 Communications department in the not-to-exceed amount of $15,000.00, exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(4) [a personal service] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.

Background

Approval of Agreement #2023227 will provide training classes for Williamson County 911 Dispatchers with The Healthy Dispatcher, LLC in the amount of $15,000.00. Funding Source is 01.0100.0581.004100. The point of contact is Chris Connealy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 01:32 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 02:12 PM
Form Started By: Gretchen Glenn		Started On: 06/14/2023 05:03 PM
Final Approval Date: 06/21/2023		

WILLIAMSON COUNTY
AGREEMENT FOR SERVICES ADDENDUM
(The Healthy Dispatcher LLC)

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 AGREEMENT FOR SERVICES (hereinafter "Agreement") 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 **The Healthy Dispatcher LLC** (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

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

A. Vendor's Agreement for Service, attached as Exhibit "A;" and
B. Williamson County Agreement For Services Addendum

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

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue for three (3) months unless terminated earlier pursuant to this Agreement.

III.

Consideration and Compensation: Vendor will be compensated based on a fixed sum as set out in the Vendor's Agreement for Services. The not-to-exceed amount under this Agreement is Fifteen Thousand Dollars ($15,000.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas

Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods 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. The County agrees to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

IV.

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

V.

.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 VENDOR, 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. VENDOR 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, VENDOR 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 VENDOR 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.

VI.

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

VII.

Compliance With All Laws: Vendor 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 Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

IX.

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.

X.

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

XI.

Right to Audit: Vendor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all necessary Vendor 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 Vendor reasonable advance notice of intended audits.

XII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Agreement.

XIII.

No Assignment: Vendor may not assign this Agreement without prior written consent.

XIV.

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

XV.

Foreign Terrorist Organizations: Vendor 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.

XVI.

Public Information: Vendor 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.

XVII.

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

XVIII.

Media Releases: Vendor 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.

XIX.

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 Agreement 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

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

VENDOR:

The Healthy Dispatcher LLC
Name of Vendor

_____
Authorized Signature

Adam Timm
Printed Name

Date: June 8, 2023

Exhibit "A"

The Healthy Dispatcher 911

Agreement for Services

DATE OF DELIVERY: July 26–28, 2023

PROJECT: Quarterly training classes for Williamson County 911

SCOPE and DELIVERABLES:
Contractor (The Healthy Dispatcher) and Client (Wilco 911) agree on the following:

- Contractor will provide three 8-hour training classes, two entitled, "The Emotionally Intelligent Comm Center," and one entitled, "People Driven Leadership."
- Contractor will provide class workbooks for each attendee
- Contractor will make copies of the books, "Dispatcher Stress: 50 Lessons on Beating the Burnout," and "People Driven Leadership: How the Best 9-1-1 Centers Inspire Positive Change" available for discounted price

- Client will provide training location
- Client will provide projector, screen and white board/easel pad

SCHEDULE:
Training classes will take place on Wednesday, July 26th–Friday, July 28th, with "The Emotionally Intelligent Comm Center" on Wednesday and Friday, and "People Driven Leadership" on Thursday. Classes will begin at 0800 each day.

FEE for SERVICES:
Client shall remit payment of $15,000.00 to Contractor within 30 days of delivery. This amount includes all contractor expenses. Contractor will invoice Client upon completion of training classes, unless Client wishes to be invoiced prior.

ACCEPTANCE:
Signatures below indicate acceptance of this agreement and its terms.

Adam Timm representing Contractor: _____ Date: 5/31/23

_____ representing Client: _____ Date _____
(Print Name) (Signature)

Client contact name:		
Agency:		
Address:		
City:	State:	Zip:
Telephone:	Email:	

The Healthy Dispatcher 911

Agreement for Services

DATE OF DELIVERY: July 26–28, 2023

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ACCEPTANCE:
Signatures below indicate acceptance of this agreement and its terms.

Adam Timm representing Contractor: _____ Date: 5/31/23

_____ representing Client: _____ Date _____
(Print Name) (Signature)

Client contact name:		
Agency:		
Address:		
City:	State:	Zip:
Telephone:	Email:	

Commissioners Court - Regular Session **85.**

Meeting Date: 06/27/2023

Approval of Purchase of a Kubota SVL75-3HWC Track Loader for Parks Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of a Kubota SVL75-3HWC Track Loader for the Parks Department from Ewald Kubota, Inc., in the amount of $63,441.94 pursuant to Sourcewell Co-op Contract #031121-KBA.

Background

Approval of this item will provide the ability for the Expo Center employees to clean the narrow asphalt walkways in front of the main arena bleachers and between the arena and the concrete floor in the covered Expo Center area, the Pavilion asphalt walkways and other areas as needed. The overall frequency of events has increased and events often require quick construction, set-up, clean-up and break-down. The facility has also added large parking areas to the grounds that are utilized for events which require larger equipment to clean up. Staff has identified that a skid steer would allow the department to better facilitate said processes. The Expo Center has often relied on renting and borrowing a skid steer from an alternate location and street sweepers from the Road and Bridge Department which are rarely available on short notice. As a result, there is a delay for other departments and County operations and event turn around. The skid steer is more versatile and would allow the Parks Department to perform the same function and additional duties. Budget has reviewed this purchase. Funding source is 01.0100.0510.005003. Department contact is Keith Geer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 01:27 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 02:11 PM
Form Started By: Gretchen Glenn		Started On: 06/14/2023 04:13 PM
Final Approval Date: 06/21/2023		

Sourcewell
Utility Tractors & Mowers – 031121
CE and AG – 040319
Utility Vehicles 122220
Arkansas 4600041718
Delaware GSS-21673
Mississippi (CE Only) 8200056371
Mississippi 8200055841

SVL75-3HWC WEB QUOTE
Date: 4/27/2023 7:26:10 AM

-- Customer Information --
Geer , Keith
Williamson County
kgeer@wilco.org
512-364-8336

Quote Provided By
EWALD KUBOTA, INC.
Justin DeSpain
2650 N AUSTIN AVE
GEORGETOWN, TX 78626

-- Standard Features --

Kubota

S Series SVL75-3HWC

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option, High Flow Hydraulics
Loader Boom Lock
Open ROPS & Air Conditioned ROPS/FOPS Cab Models
High Back, Adjustable, Vinyl, Suspension Seat
2" Retractable Seat Belt and 2-Piece Seat Bar
12V Electric Outlet
17.4 gpm Auxiliary Hydraulics standard, 29.3 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4 Lower Track Rollers
Rubber Tracks, 12.6" Standard, 15" Optional
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Gear, 2 Variable Displacement Pumps
Hydraulic Joystick Controls
ISO Operating Pattern
Hand And Foot Throttle Controls
Electronic Travel Torque Management
Automatic Glow Plugs
Key Switch Stop/Start System
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperature and Fuel Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter machine

BASIC UNITS
SVL75-3, 15.0" Rubber Tracks, A/C ROPS/FOPS Cab
Hydraulic Quick Coupler

ENGINE
V3307 Kubota CR-TE4, Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
74.3 Gross HP @ 2400 rpm

DIMENSIONS
Cab Height 82.0"
Width (without attachment) 65.9"
Width with wide track option (without attachment) 68.3"
Length (without attachment) 109.0"
Length of Track on Ground 56.5"

OPERATIONAL DIMENSIONS
Operating Weight*, SVL75H, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler 9,039 lbs.
Rated Operating Capacity (@ 35% of Tipping Load) 2,300 lbs.
Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1and SAE J 818 for crawler loaders
Rated Operating Capacity (ROC) @ 50% of Tipping Load 3,285 lbs.
Tipping Load 6,570 lbs.
Auxiliary Hydraulics Flow 17.4 gpm
Travel Speed (Low / High) 4.7 / 7.1 mph
Reach @ Maximum Height 41.7"
Height to Hinge Pin 119.1"
Ground Pressure 5.6 psi.
Traction Force 9,678 lbf.

* Includes operator's weight, 175 lbs.

-- Custom Options --

SVL75-3HWC Base Price:	$77,808.00
(1) HOSE STAY FOR SSV/SVL MODELS S6763-HOSE STAY FOR SSV/SVL MODELS	$106.00
(1) 74" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (19.2 CU-FT) W/TEETH AP-HD74LLT-74" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (19.2 CU-FT) W/TEETH	$2,490.00
(1) AIR RIDE SEAT SUSPENSION KIT S6679-AIR RIDE SEAT SUSPENSION KIT	$683.00
(1) SVL75-3 TELEMATICS HARNESS S6708-SVL75-3 TELEMATICS HARNESS	$55.00
(1) KubotaNOW TELEMATICS MODEM DCU6700-KubotaNOW TELEMATICS MODEM	$444.00
Configured Price:	$81,586.00
Sourcewell Discount:	($19,580.64)
SUBTOTAL:	$62,005.36
Dealer Assembly:	$205.33
Freight Cost:	$831.25
PDI:	$400.00
Total Unit Price:	$63,441.94
Quantity Ordered:	1
Final Sales Price:	$63,441.94

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.36

Commissioners Court - Regular Session **86.**

Meeting Date: 06/27/2023

Approval of Purchase of Annual Licenses and Maintenance for Express Vote from Election Systems and Software, LL(for Elections

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Quotation #2023233 for the purchase of Express Votes maintenance and license fees from Election Systems and Software, LLC for the Williamson County Elections Department, in the amount of $258,158.25, and exempting Election Systems and Software, LLC from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) [discretionary exemption for captive replacement parts or components for equipment].

Background

Approval of this purchase will support the operations of the Williamson County Elections Department. This purchase is for the annual Express Vote license fees and maintenance as outlined in the original agreement approved on 4/30/2019. This purchase has been approved by Legal, Contract Audit, Information Systems and Budget. This expenditure will be charged to budget line 01.0100.0492.004506 per FY23 budget. Department contact is Vikki Farrow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Approval of ES&S Licenses and Maintenance Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 02:04 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 02:15 PM
Form Started By: Misty Brooks		Started On: 06/16/2023 08:38 AM
Final Approval Date: 06/21/2023		

Election Systems & Software, LLC

Quotation - Preliminary

Quotation Date:
Date Printed: 6/20/23
Quotation Number: [redacted]

C mer Number: [redacted]
Expiration Date:
Payment Terms: 30 Days Net

Customer RFQ Number:
Wanted Delivery 8/1/23

Document Address:
Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US - UNITED STATES

Delivery Address:
Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US - UNITED STATES

Sales

Pos	Part No / Description	Sale Qty	Unit	Price	Disc. % / Planned Delivery Date	Net Amount USD
1	**211232** HMA - DS850 Extended Warranty with Annual Maintenance	2	EA	4,194.750	0.00 8/1/23	8,389.50
2	**211241** HMA - ExpressVote BMD Extended Warranty with Annual Maintenance	802	EA	126.000	0.00 8/1/23	101,052.00
3	**211710** HMA - DS200 Extended Warranty with Annual Maintenance	115	EA	194.250	0.00 8/1/23	22,338.75
4	**212801** Electionware PYO Standard - Renewal License Fee	1	EA	51,975.000	0.00 8/1/23	51,975.00
5	**212807** Electionware Additional Synthesized Audio - Renewal License Fee	1	EA	2,425.500	0.00 8/1/23	2,425.50
6	**212814** ExpressLink Software License - Renewal License Fee	1	EA	4,273.500	0.00 8/1/23	4,273.50
7	**213075** Firmware License - DS850	2	EA	1,653.750	0.00 8/1/23	3,307.50
8	**213100** Firmware License - DS200	115	EA	84.000	0.00 8/1/23	9,660.00

Election Systems & Software, LLC

Quotation - Preliminary

Quotation Date:	Date Printed: 6/20/23	Quotation Number: [redacted]
Customer Number: [redacted]	Expiration Date:	Payment Terms: 30 Days Net
Customer RFQ Number:		Wanted Delivery 8/1/23

Pos	Part No Description	Sale Qty	Unit	Price	Disc. % Planned Delivery Date	Net Amount USD
9	**213110** Firmware License - ExpressVote BMD	802	EA	68.250	0.00 8/1/23	54,736.50

Sub Total:	**258,158.25**
Total Exclusive Tax:	**258,158.25**
Tax Total	**0.00**
Gross Total	**258,158.25**

FOOTNOTES:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 30 days and thereafter may change.
3. Any applicable (City, County & State) sales taxes are an estimate and will be invoiced at sales tax rates in effect at time of invoicing.
4. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
5. The quantity of service days (if included) reflect a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
6. If Freight is not stated in Quotation, Freight Cost will be determined at time of order.

Meeting Date: 06/27/2023

Heart of Texas Auto Theft Task Force for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to create a dedicated, partially grant-funded detective position, allowing the Williamson County Sheriff's Office to participate in the Heart of Texas Auto Theft Task Force (HOTATTF), subject to receipt of the grant funding and approval of the HOTATTF Interlocal Agreement by the Commissioners Court at a later date.

Background

The Williamson County Sheriff's Office has been invited to participate in the Heart of Texas Auto Theft Task Force (HOTATTF), a multi-county task force focusing on the investigation and reduction of auto theft and auto burglaries. HOTATTF is supported, in part, by grant funding from the Motor Vehicle Crime Prevention Authority of the State of Texas (MVCPA) obtained by Burnet County, the county that oversees HOTATTF. As a participant in HOTATTF, the Sheriff's Office will be a recipient of that grant funding to fund a HOTATTF dedicated Sheriff's Office detective position. The grant application for FY2024 was submitted by Burnet County and they have received notification that the grant project (HOTATTF) is approved, including the funding for the Sheriff's Office detective position. Burnet County is currently in negotiations to finalize the grant agreement and will then seek approval from their Commissioners Court to accept the grant. Once Burnet County Commissioners Court has approved accepting the grant, an interlocal agreement will be submitted to the Williamson County Commissioners Court and the other participating counties (Coryell, McLennan) for approval.

For budget purposes, the Sheriff's Office is seeking approval to create a dedicated, partially grant funded detective position, subject to receipt of the grant funding and the Commissioners Court's approval of the HOTATTF Interlocal Agreement at a later date.

The grant will provide approximately $112,000 to fund the salary, fringe, and various equipment for the new detective position based at the Williamson County Sheriff's Office. Above the funding of these items, the grant also provides for a vehicle, computer, cell phone and other supplies. Williamson County's responsibility would be approximately $22,500 for the required 20% match and an additional $22,500 would be needed for supplies and equipment not provided by the grant. The detective will be an employee of Williamson County.

This grant has the possibility of renewing on an annual basis. A 20% match would be required; supplies and equipment costs would be reduced in subsequent years.

Staff recommends the following action: Give approval to create a dedicated, partially grant-funded detective position, subject to the receipt of grant funding and approval of the HOTATTF Interlocal Agreement by the Commissioners Court at a later date and authorize County department personnel to complete relevant documentation.

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	06/22/2023 10:49 AM
Form Started By: Starla Hall		Started On: 06/22/2023 09:15 AM
Final Approval Date: 06/22/2023		

Commissioners Court - Regular Session **88.**

Meeting Date: 06/27/2023

Approval of Purchase of Eight Model Year 2023 Dodge Chargers from Donalson CDJR for Sheriff's Office

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of eight (8) 2023 Dodge Chargers from Donalson CDJR for the Williamson County Sheriff's Office, in the amount of $316,235.28, per TIPS contract #210907.

Background

Approval of this purchase will support the Williamson County Sheriff's Office and will replace the following vehicles:

Line Item #06 SB 1724
Line Item #07 SB 1729
Line Item #08 SB 1736
Line Item #09 SB 1741
Line Item #11 SB 1857
Line Item #12 SB 1866
Line Item #13 SB 1869
Line Item #14 SB 1976

designated on Purchase Order #181811 approved in Commissioner's Court on 9.20.2022 to Caldwell Country Chevrolet - Ford per IFB #22IFB130 and Donalson CDJR having replacement vehicles available.

Caldwell Country Chevrolet - Ford cannot fulfill that order due to lack of inventory. Line Items mentioned above on Purchase Order #181811 will be canceled with the vendor upon approval of this item. Funding Source is 01.0100.0560.005700 as per FY23 budget. Fleet Services and the Budget Office have both reviewed this item. Department point of contact is John Foster.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/22/2023 11:46 AM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:48 AM
Form Started By: Kerstin Hancock		Started On: 06/22/2023 10:13 AM
Final Approval Date: 06/22/2023		

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- DONALSON CDJR, 1305 Hwy 96 BYPASS , Silsbee TX 77656

End User: WILLIAMSON COUNTY SO
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMA
Product Description: DODGE CHARGER POLICE
Date: June 21, 2023

A. **Bid Item:** **A. Base Price:** $ 30,173.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
LDDE48	2023 DODGE CHARGER POLICE	$ 7,903.91			
EZH	5.7L V8 HEMI ENGINE RWD	$ -			
GXQ	EXTRA KEY FOBS	$ 170.00			
X5	HD CLOTH BUCKET SEATS W VINYL REA	$ 135.00			
AWC	FLEET SAETY GROUP	$ 395.00			
	EXTERIOR MIRRORS W/ HEAT	INC			
	BLIS	INC			

Total of B. Published Options: $ 8,603.91

Published Option Discount (5%) $ (35.00)

C. **Unpublished Options** $= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR- BLACK	
		INTERIOR - X5	

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ 350.00

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 250 **miles** $ 437.50

H. **Subtotal:** $ 39,529.41

I. **Quantity Ordered** 8 **x H =** $ 316,235.28

J. **Trade in:** $ -

K.

L. **Total Purchase Price** $ 316,235.28

Commissioners Court - Regular Session **89.**

Meeting Date: 06/27/2023

Construction of Sheriff's Office Facade Repairs and Jail Building Masonry/Concrete Repair

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, Consider, and take appropriate action on approving purchase contract #2023230 for construction repairs to the Williamson County Sheriff's Administration Office Facade and Jail building masonry/concrete with Falkenberg Construction Co., Inc. in the amount of $233,558.73 pursuant to Buyboard Contract #581-19 and authorizing the execution of the contract.

Background

Approval of the contract will support Falkenberg proposal #503.23 for labor, material and equipment for the Williamson County Sheriff Office Facade Repair project to Improve the structural and aesthetic integrity of the façade, repair section of concrete sidewalk to mitigate trip hazard, correct improper elevation of concrete ADA ramp (mitigate water pooling) and mulch flower beds while exposing weep holes. In addition, will also support Falkenberg proposal #583.23 for labor, material and equipment for the Williamson County Jail Masonry and Concrete Repair project. Total funding cost is $233,558.73. Buyboard cooperative has provided pricing and compliance verification. Funding source is 01.0100.1008.004509. Point of Contact is Christy Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Proposal

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 12:29 PM
County Judge Exec Asst.	Becky Pruitt	06/21/2023 01:18 PM
Form Started By: Gretchen Glenn		Started On: 06/13/2023 04:32 PM
Final Approval Date: 06/21/2023		

CONTRACT FOR CONSTRUCTION

(Cooperative Purchasing – Buy Board – Contract Number 581-19

PROJECT: **Sheriff's Administration Office Façade Repairs** ("Project")

GENERAL CONTRACTOR: **Falkenberg Construction Co., Inc.** ("GC")
Triston Moore, Project Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

ARCHITECT: **Williamson County Architect** ("A/E")
Trenton Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (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 **repair of the Sheriff's Office and County Jail masonry façades** (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 **Ninety (90) 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 **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

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 **Two Hundred Thirty Three Thousand, Five Hundred Fifty Eight Dollars and Seventy Three Cents ($ 233,558.73)**.

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 **the narrow focus of repairs and the limited time remaining in the fiscal year** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Twenty-Three Thousand Three Hundred Fifty-Five Dollars ($ 23,355.)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1

Owner's Contingency is controlled solely by County.

5.3.2

Expenditures from the 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 the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the 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 the 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:

Falkenberg Construction Co., Inc.
Triston Moore, Project Manager
2435 109th Street
Grand Prairie, TX 75050

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 78641 / 78626

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

GC: Falkenberg Construction Co., Inc.
2435 109th Street
Grand Prairie, TX 75050

Attention: Triston Moore
Project Manager

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:
Falkenberg Construction Co., Inc.

By: _____
Signature

John E. Castro
Printed Name

President
Title

Date Signed: 08 June 2023

COUNTY:
Williamson County, Texas

By: _____
Signature

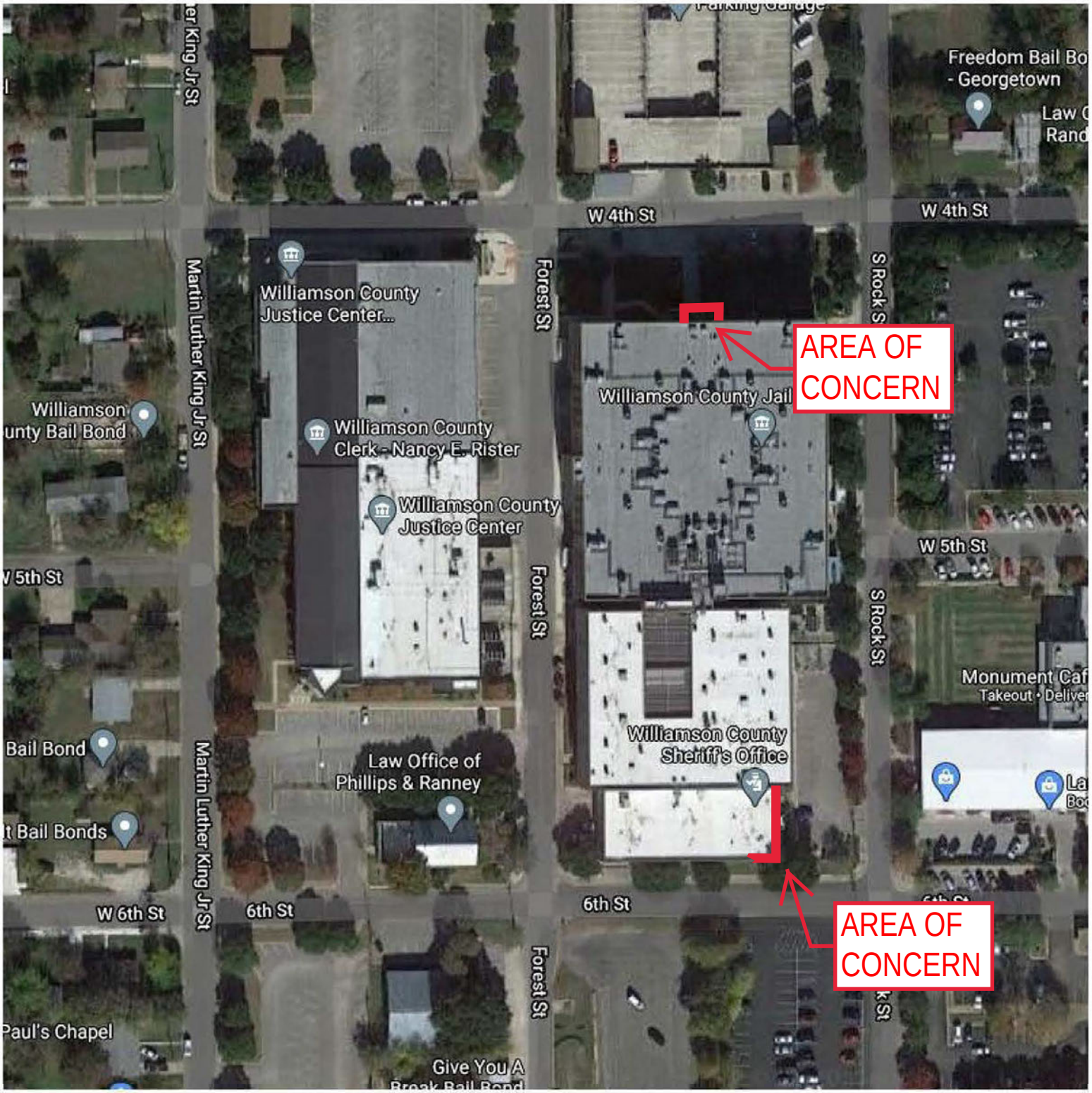
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Printed Name

_____
Title

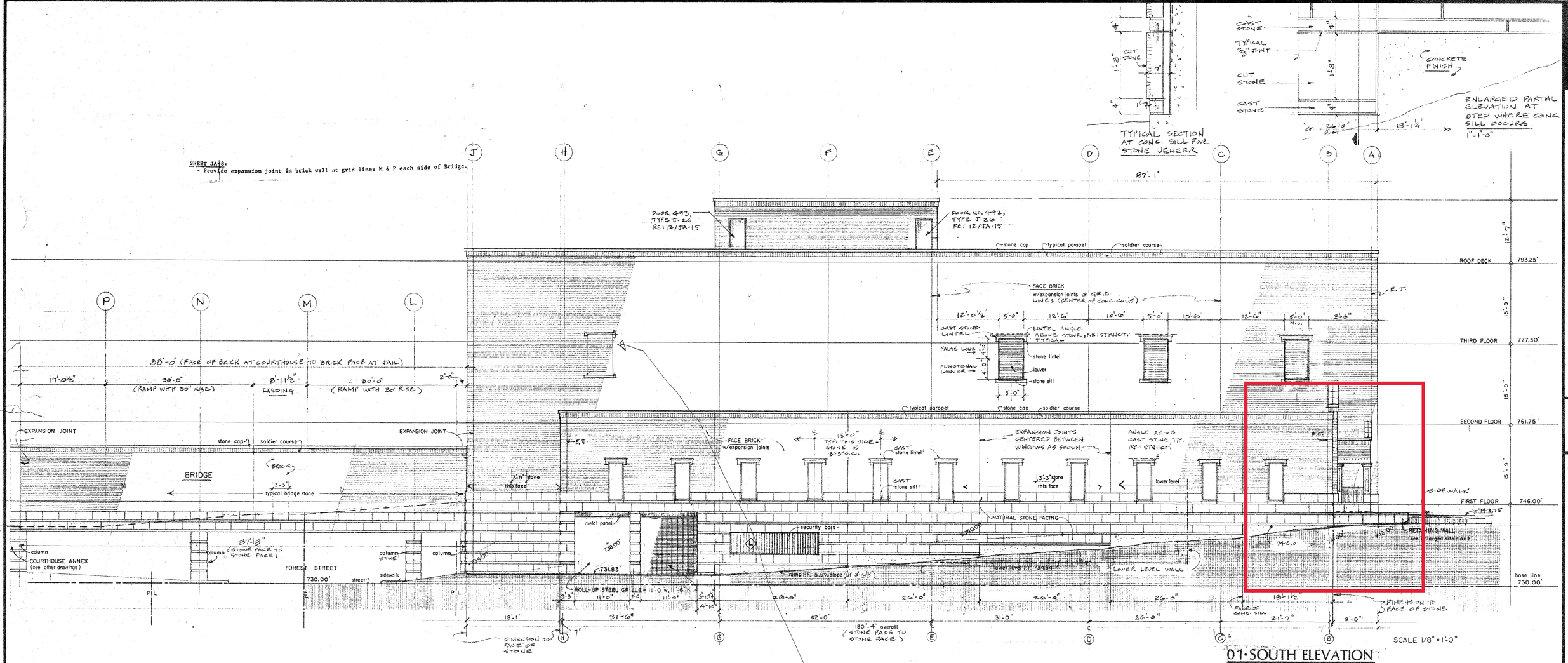
Date Signed: _____

JAIL FACADE REPAIRS

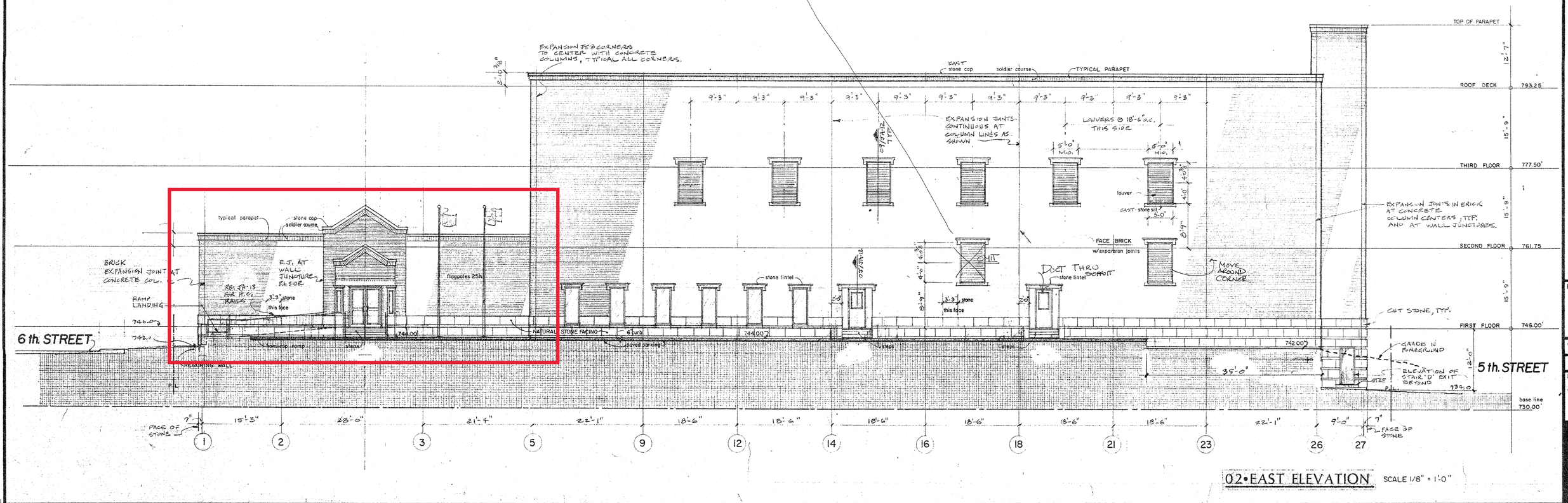
WILLIAMSON COUNTY 1848 FACILITIES



SHEET JA-8:
- Provide expansion joint in brick wall at grid lines M & P each side of Bridge.



01·SOUTH ELEVATION



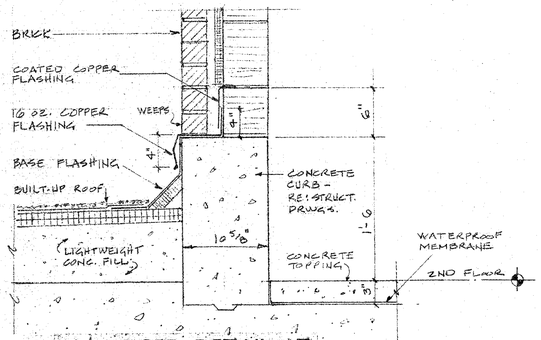
02·EAST ELEVATION SCALE 1/8" = 1'-0"

CHRISTOPHER DI STEFANO & ASSOCIATES.....ARCHITECTS
ATA.....MEMBER OF AMERICAN INSTITUTE OF ARCHITECTS
2500 CITYWEST - SUITE 2010 HOUSTON, TEXAS 77042

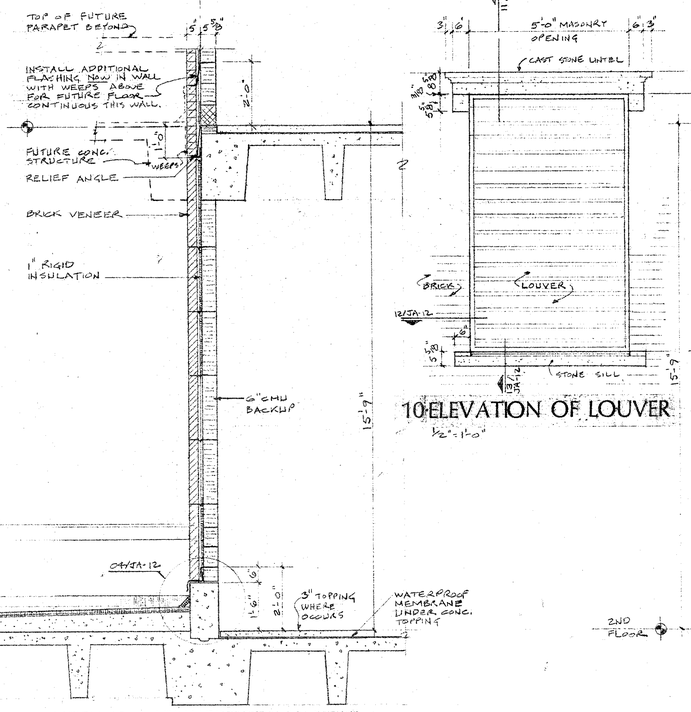
WILLIAMSON COUNTY CRIMINAL JUSTICE FACILITIES GEORGETOWN, TEXAS

REVISION

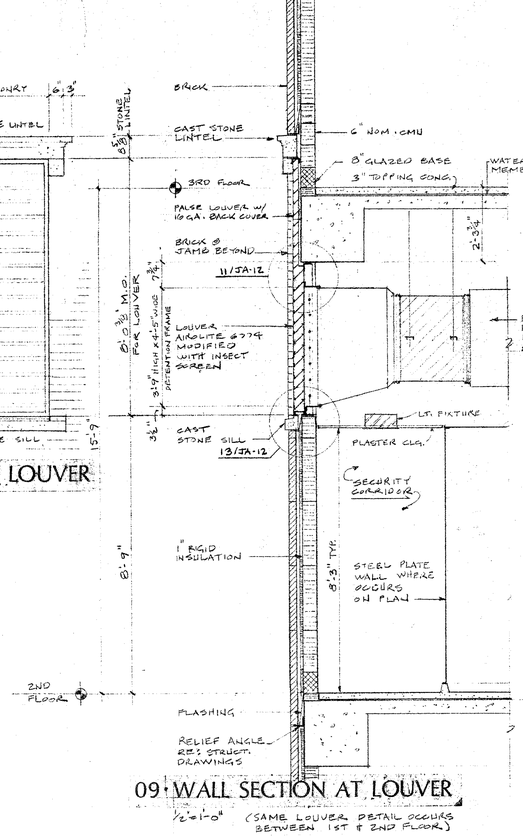
JOB NO. 8706
DATE 6/16/93
SHEET JA-8



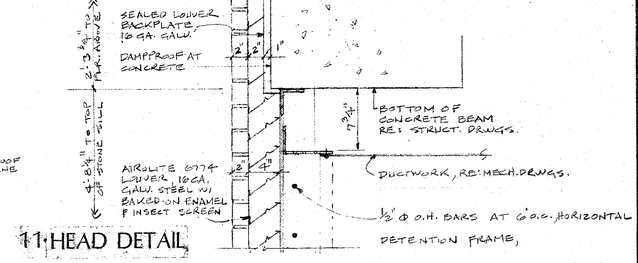
04: ENLARGED DETAIL AT CONCRETE CURB & ROOF 1½"=1'-0"



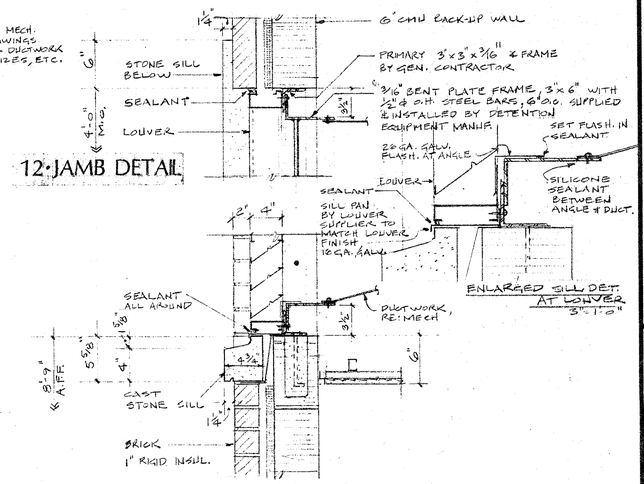
10: ELEVATION OF LOUVER
½"=1'-0"



09: WALL SECTION AT LOUVER
½"=1'-0" (SAME LOUVER DETAIL OCCURS BETWEEN 1ST & 2ND FLOOR)



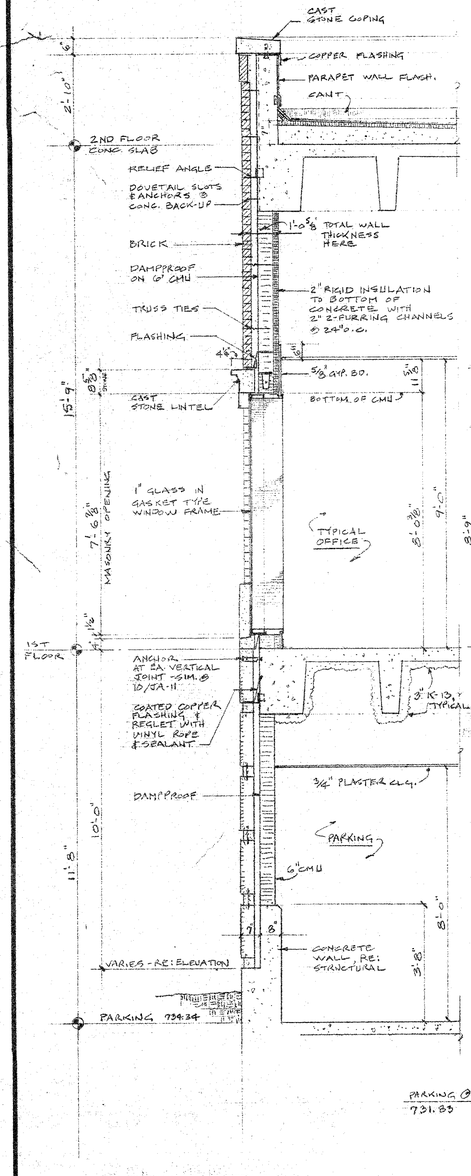
11: HEAD DETAIL



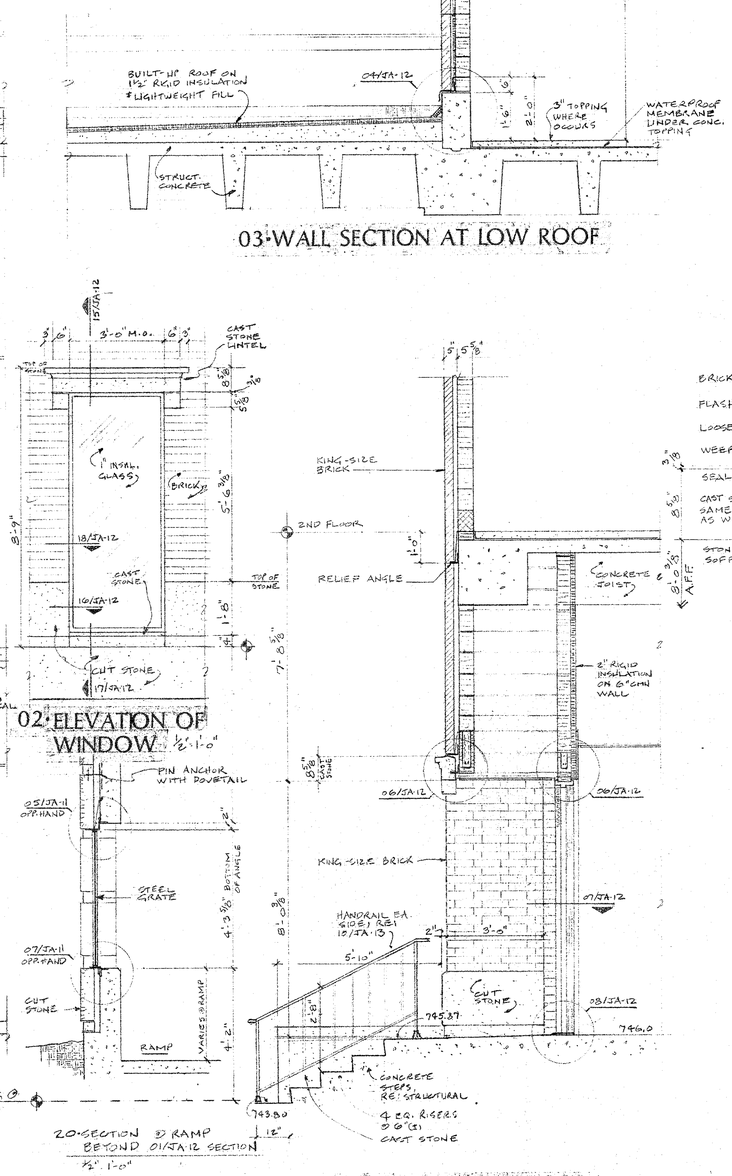
12: JAMB DETAIL

ENLARGED SILL DET. AT LOUVER 3"=1'-0"

13: SILL DETAIL AT LOUVER
1½"=1'-0"



01: WALL SECTION ½"=1'-0"

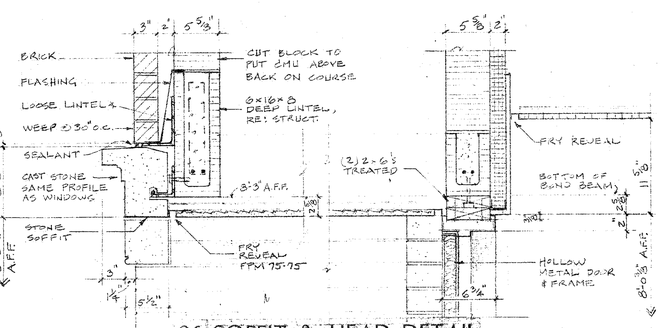


03: WALL SECTION AT LOW ROOF

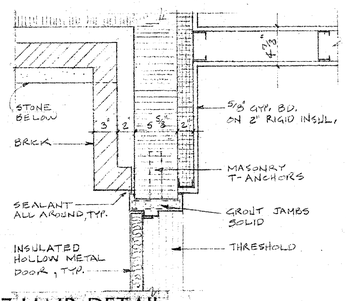
02: ELEVATION OF WINDOW ½"=1'-0"

20: SECTION @ RAMP BEYOND 01/3A-12 SECTION
½"=1'-0"

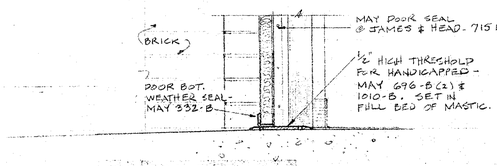
05: SECTION AT ENTRY ½"=1'-0"



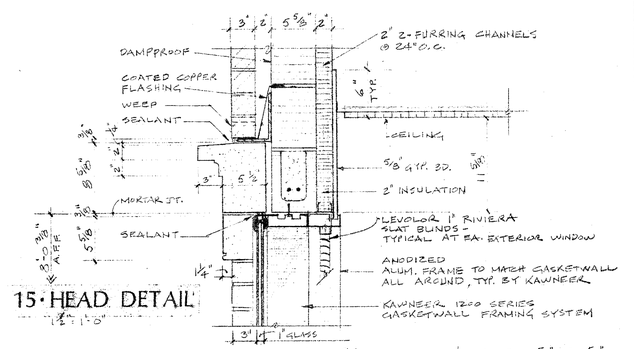
06: SOFFIT & HEAD DETAIL
1½"=1'-0"



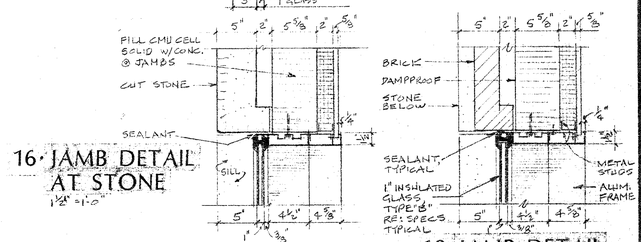
07: JAMB DETAIL
1½"=1'-0"



08: SILL DETAIL
1½"=1'-0"

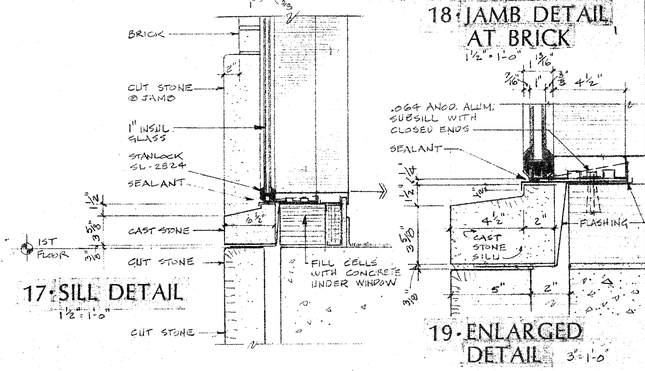


15: HEAD DETAIL
1½"=1'-0"



16: JAMB DETAIL AT STONE
1½"=1'-0"

18: JAMB DETAIL AT BRICK
1½"=1'-0"



17: SILL DETAIL
1½"=1'-0"

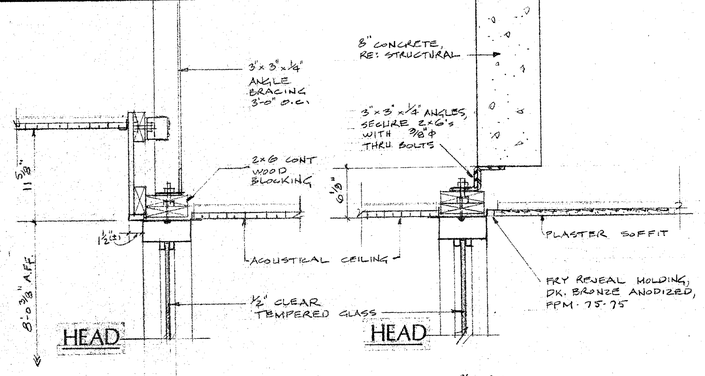
19: ENLARGED DETAIL 3"=1'-0"

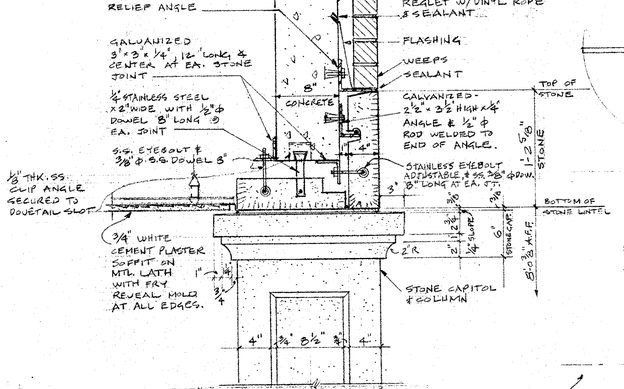
CHRISTOPHER DI STEFANO & ASSOCIATES.....ARCHITECTS
AIA.....MEMBER OF AMERICAN INSTITUTE OF ARCHITECTS
2900 CITYWEST - SUITE 200
HOUSTON, TEXAS 77008

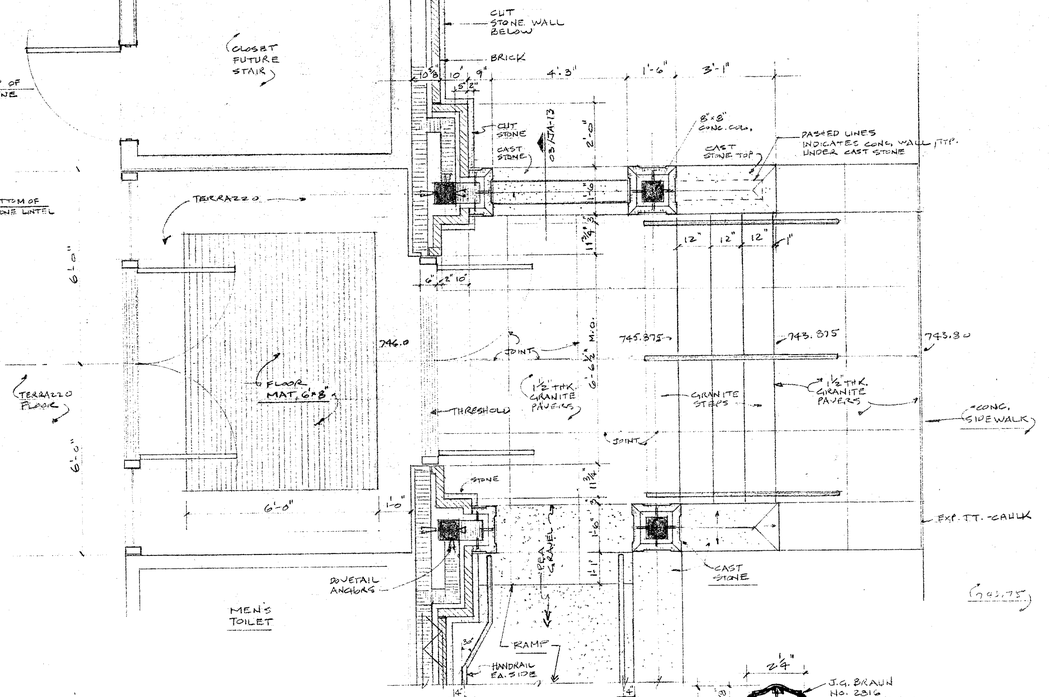
WILLIAMSON COUNTY CRIMINAL JUSTICE FACILITIES GEORGETOWN, TEXAS

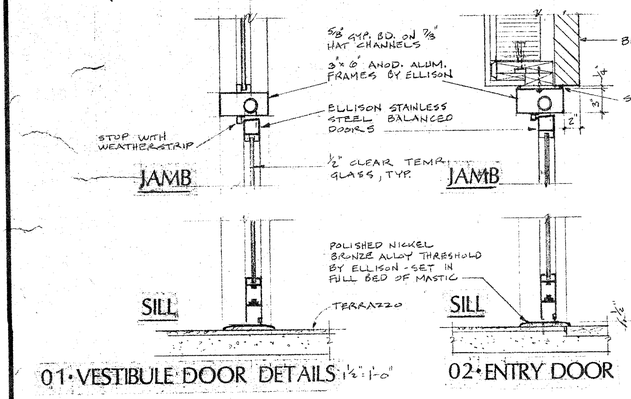
REVISION

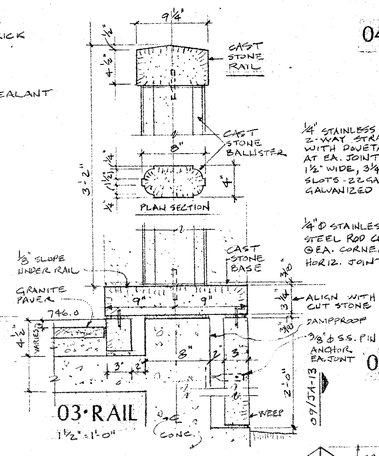
JOB NO. 8706
DATE 6/16/85
SHEET JA-12

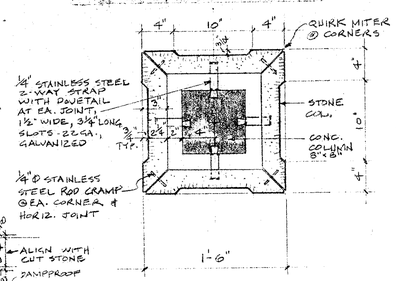


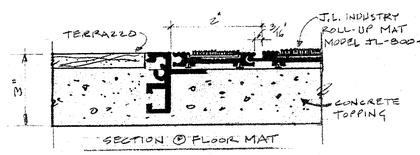


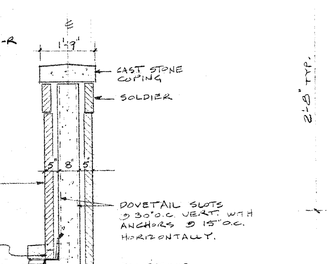


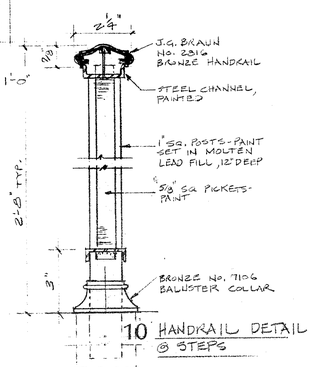


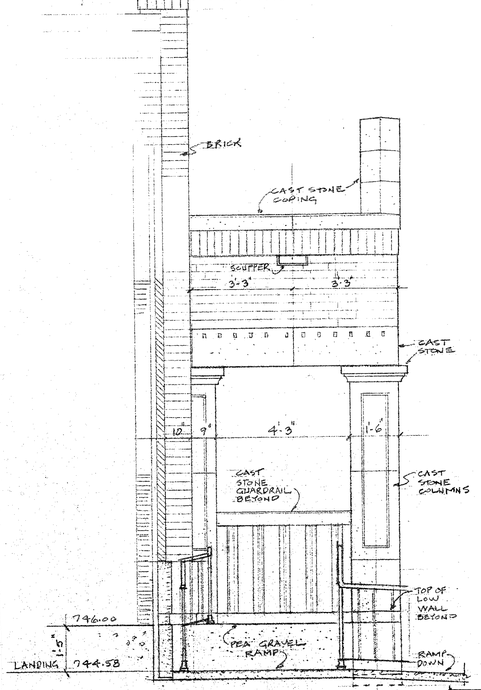


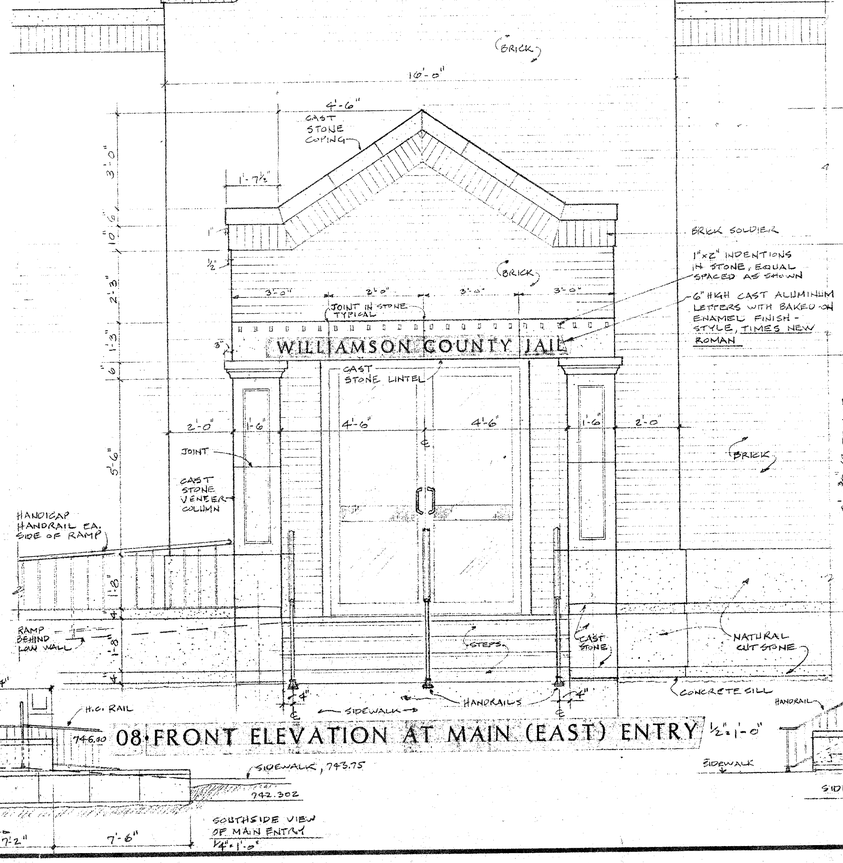


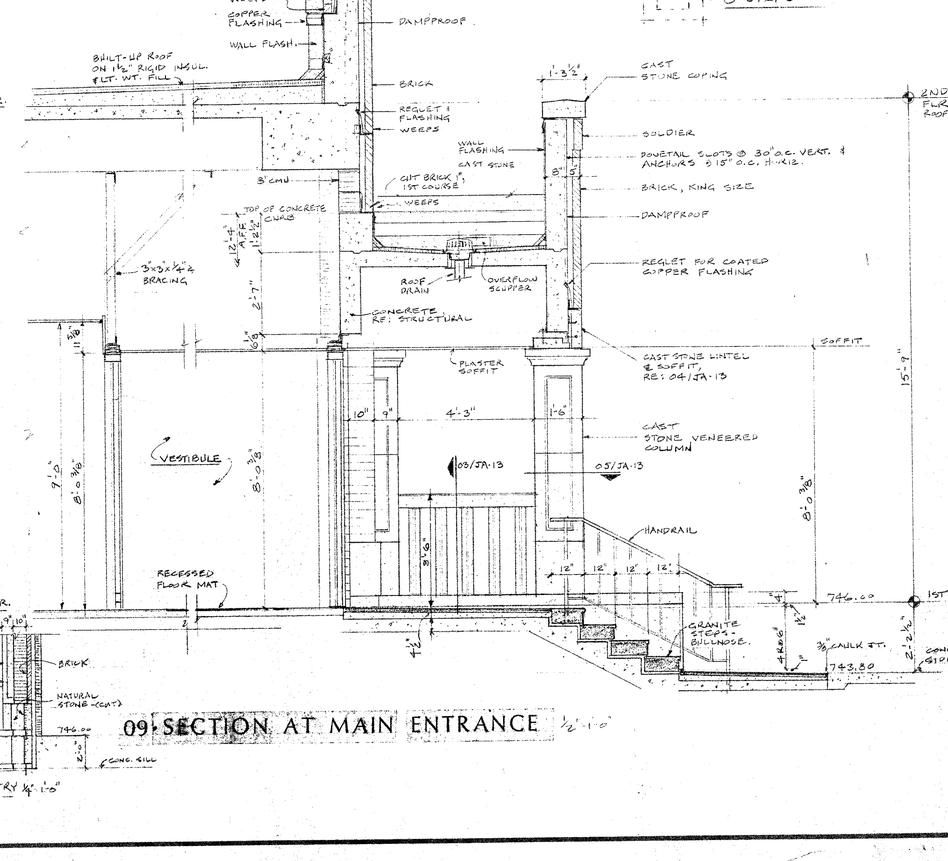


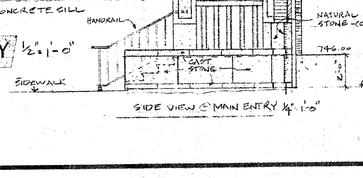












CHRISTOPHER DI STEFANO & ASSOCIATES.....ARCHITECTS
AIA.....MEMBER OF AMERICAN INSTITUTE OF ARCHITECTS
2500 CITYWEST - SUITE 2010 HOUSTON, TEXAS 77042

WILLIAMSON COUNTY CRIMINAL JUSTICE FACILITIES
GEORGETOWN, TEXAS

REVISION

JOB NO. 8706
DATE 6/16/88
SHEET JA-13



1	Overview of building along west elevation.



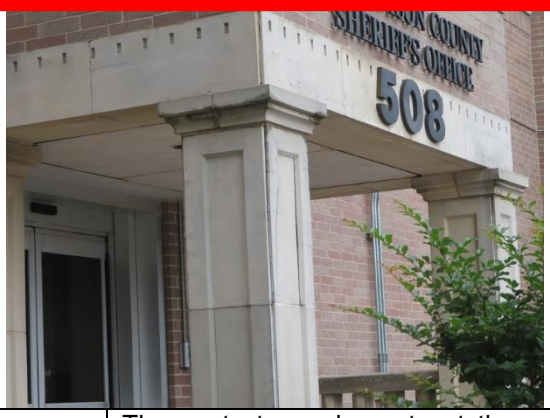
2	Overview of building along north elevation.



3	Cast stone accents were installed at the heads and sills of the windows. It was reported that the cast stone heads at the original 1988 phase building were replaced approximately 5 years ago. None of the headers at the 2005 addition have been replaced to date.

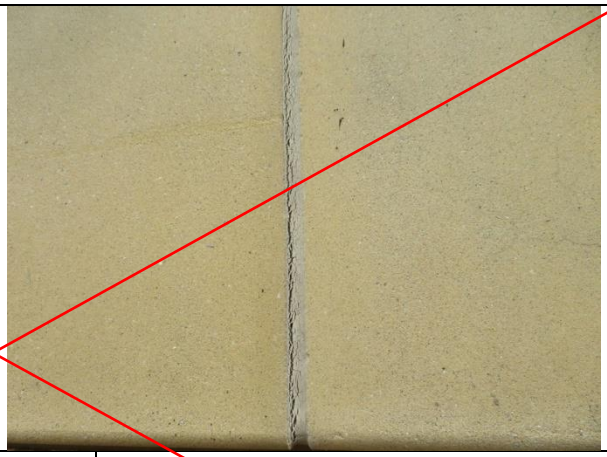
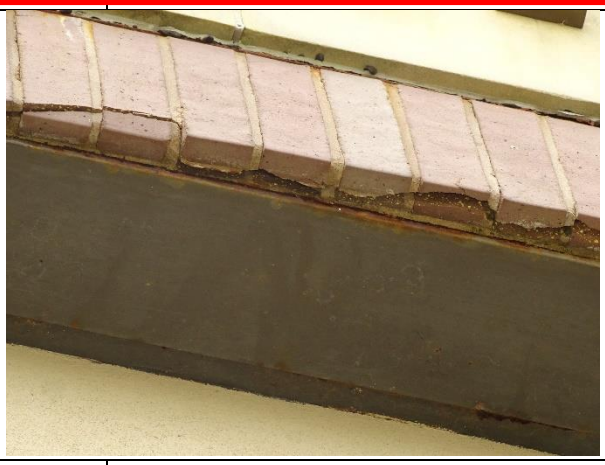


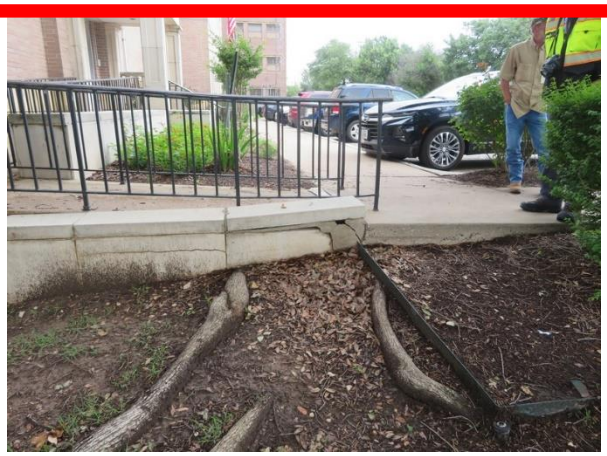
4	Damage, such as cracking and spalling, was observed at many of the cast stone sill conditions at both the original building and the new addition. We understand none of the sills have been replaced to date. EE believes the cracked sills are a life safety issue at the west and portions of the east elevations as the cracked pieces will fall to the public sidewalk area below.





5	The cast stone elements at the entry to the Sheriff's Office were in poor condition, with pervasive cracking observed at the column wraps and lintels. EE observed areas that were spalling or in danger of spalling. EE believes this is a life safety issue at this point as the cracked pieces will fall into a primary pedestrian access area.

			
6	EE observed the sealant joints at the office and garage portion (south portion) of the building were nearing the end of their serviceable life and will require replacement in 1-2 years. EE understands these joints were replaced approximately 5 years ago; however, EE noted the joints had begun to revert at each of the locations observed.	**7**	EE observed the sealant joints at the north portion of the building had reached the end of their serviceable life. We understand these joints were not replaced during the sealant repair work at the office and garage portions of the building.
			
8	EE observed several cracked bricks above the entrance to the County Jail. The exact cause of the cracking could not be determined without invasive openings but appear to be due to either impact damage or compression stresses. Based on observations made from grade level, it appears a steel support member is placed both above and below the soldier course of bricks. Brick expands as the temperature increases (as does steel) but no sealant joints were installed above or below the brick to allow for this movement. Compressive forces imposed on the bricks by the steel members could result in the observed brick fractures. The cracked bricks could be the result of an impact as well, but there are no other damages observed to other building components so it seems less likely. Additional investigation in the form of brick removal is required to determine if there is some other source of the failure observed. However, EE believes the cracking is due to improper installation of relief joints at the brick installation. *This condition is a life safety issue and should be mitigated IMMEDIATELY.* The loose brick pieces should be removed and sealant should be installed as a temporary measure until a complete repair can be made. Alternatively, overhead protection can be installed at areas with the loose brick until repairs can be performed.		



11	The ramp to the Sheriff's Office has been damaged and displaced by the roots of the adjacent tree. The roots caused the ramp to heave and back slope, creating a tripping hazard at the sidewalk to ramp transition and creating an area of ponded water at the ramp landing. Evidence of previous repair attempts were visible (bottom left) but it appears that additional movement has occurred since those repairs were implemented.

Conclusions and Recommendations

The building envelope was in fair condition, with isolated elements nearing the end of their serviceable life. EE recommends the remediation of these select elements, as detailed below.

1. Remove and replace all cast stone sills and remaining existing cast stone headers with new precast concrete headers and sills.
    a. In addition, we recommend consideration be given to the application of water repellent to these items.
2. Remove and replace all cast stone elements at the main entrance to the Sheriff's Office with new precast concrete elements.
3. Replace all exterior building sealant joints at the 2005 addition with new silicone sealant joints within the next year. The replacement of the remaining sealant joints at the original 1988 building can be delayed 2-3 years. However, performing all the sealant work at one time may result in an overall savings due to reduced mobilization costs and will place the full building on a consistent maintenance schedule.
4. Remove and replace brick masonry units above the lintel at the main entrance to the jail. During this process we recommend the existing conditions are reviewed to determine the

cause(s) of distress and if a soft joint should be installed at this location to prevent future distress.

5. The cladding and CMU around the pedestrian door at the southwest corner of the garage should be partially demolished and the CMU wall reconstructed and reinforced per the original structural drawings. The cladding and door should be replaced per the original drawings.
    a. If the CMU is observed to be constructed in accordance with the original structural design documents during demolition, then additional analysis should be performed by a licensed structural engineer.
6. EE recommends re-grading the planters around the building to expose the weep holes and to ensure positive drainage away from the building. This will likely require removal of the mulch and dirt build up that have accumulated over the years.
7. The pedestrian ramp at the entry to the Sheriff's Office should be partially demolished and repoured to eliminate all tripping hazards and ponding. Please note that unless the tree roots are addressed, movement at the ramp will be an ongoing issue. We recommend the County consult an arborist regarding this issue.
    a. Another possible solution would be to relocate the ramp or consider an alternate ramp design using a pier and beam support system. We recommend the County consult and ADA specialist should they wish to pursue one of these options, as the design of ramp systems is beyond our current scope or expertise.

To only be executed at the Sheriff's Office Main Entrance

Note: EE did not review the roof at the Sheriff's Office building and therefore does not provide any recommendations or observations related to the roofing. EE recommends having the roofing system evaluated to determine the useful remaining service life and to identify any possible issues.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/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. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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

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

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

4. 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	

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its 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:

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.

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

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) 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.
(b) 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 the Owner.

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

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, 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 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.

2. 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 on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, 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.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) 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 Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. 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 on the Project.
8. The 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.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) 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;
   (b) provide to the 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;
   (c) provide the 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;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. 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;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 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

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract 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 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

E. If insurance policies are not written for the amounts specified herein, 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.

F. Insurance coverage required hereunder 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.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/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.

J. 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.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with 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 hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder 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 Contract/Agreement, 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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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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2 OWNER
3 CONTRACTOR
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6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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14 TERMINATION OR SUSPENSION OF THE CONTRACT
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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.

falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX. 75050
T.214-324-4779 FALKENBERGCONSTRUCTION.COM

April 26, 2023

Williamson County
Dwayne Gossett
508 S. Rock St.
Georgetown,TX 78626

Proposal No.: 503.23 Buy Board 581-19

Reference: Wilco_Sherifs Office Façade Repair_23

Attention: Dwayne Gossett

We propose to furnish labor, material and equipment for the Williamson County Sheriff Office Façade Repair project for the sum as follows.

Proposal Breakdown		
RS Means Cost		**$182,148.03**
Coefficient	**0.98**	**$3,642.96**
Sub Total		**$178,505.07**
Bond	**2.5%**	**$4,462.63**
PROPOSAL TOTAL		**$182,967.70**

One Hundred Eighty-Two Thousand Nine Hundred Sixty Seven and 70/100 ---------- dollars.

I. Documents: NA

II. Scope of Work:

Improve the structural and aesthetic integrity of the façade, repair section of concrete sidewalk to mitigate trip hazard, correct improper elevation of concrete ada ramp(mitigate water pooling) and mulch flower beds while exposing weep holes.

Project is to be completed in phases to maintain ingress/egress for main entrance
Alternate ADA route will need to be utilized during construction on ADA ramp

Provide temporary barricades and protections as needed
Demo +/-40 LF of concrete sidewalk
Demo existing ADA complaint ramp
Remove and reset loose concrete precast pieces
Demo of existing damaged precast façades
Re-point and tuckpointing of mortar joints
Set and mortar in new precast facades
Remove ADA metal handrails and set aside during construction
Re-install existing handrails after new ADA ramp is placed
Form with rebar new concrete sidewalk and ada sidewalk ramp
Pour new 3500PSI concrete sidewalk to match existing sidewalk elevation
Pour new 3500PSI ADA complaint concrete sidewalk ramp with proper drainage elevation
Install new expansion and control joints as needed
Re-Mulch of flower beds while exposing weep holes
Power wash exterior of main entrance(does not include washing brick of building)
Waste Haul-Off
Final Clean Up

III. Exclusions:
Sales tax, overtime, permit fees
MEP Repairs
Relocation, removal, identification or rerouting of existing underground or overhead obstructions
Hauling in water, existing hose bib will be used as needed
Removal of existing trees/plants/shrubs
procurement of any new trees/plants/shrubs
Any brick work on the building
Repair of any concrete, stairs, brick, or façade outside of pre-discussed jobsite boundary

IV. Clarifications:
Any work outside the defined scope of work

Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

Triston Moore
Project Manager

falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX. 75050
T.214-324-4779 FALKENBERGCONSTRUCTION.COM

May 15, 2023

Williamson County
Tommy Crockett
3101 SE Inner Loop
Georgetown,TX 78626

Proposal No.: 583.23 Buy Board 581-19

Reference: Jail Bldg Masonry and Concrete Repair

Attention: Tommy Crockett

We propose to furnish labor, material and equipment for the Williamson County Jail Bldg Masonry and Concrete Repair project for the sum as follows.

Base - Proposal Breakdown		
RS Means Cost		**$19,030.83**
Coefficient	**0.98**	**$380.62**
Sub Total		**$18,650.21**
Bond	**0.0%**	**$0.00**
PROPOSAL TOTAL		**$18,650.21**

Eighteen Thousand Six Hundred Fifty and 21/100 ---------- Dollars.

I. Documents: NA

II. Scope of Work:

- Provide temporary barricades and protections as needed
- Demo pre discussed section of concrete sidewalk
- Remove and reset loose concrete precast pieces around (2) side entrances of the Jail Building
- Demo of existing damaged precast façades
- Re-point and tuckpointing of mortar joints
- Set and mortar in new precast facades
- Form with rebar new concrete sidewalk
- Pour new 3500PSI concrete sidewalk to match existing sidewalk elevation
- Install new expansion and control joints as needed
- Waste Haul-Off
- Final Clean Up

Add Alternate 1:

I. Documents: NA

II. Scope of Work: Investigation and Brick Repair

- Investigation of deterioration row of bricks across the building's front entrance
  Owner will furnish lift equipment for investigation phase

- Erect, rent, and dismantle one (1) Frame and Brace scaffold and one (1) Frame and Brace pedestrian walkway
  Scaffolding will have one (1) boarded deck rated for 25 PSF with all relevant guardrails, toe-boards and a ladder for access.
  A pedestrian cover which will be built from the entrance way main door and will go through the scaffold to create a safe access and egress into the building while overhead work is underway

- Demo the row of prior investigated deteriorated bricks
- Provide and install (1) new row of bricks across the building's front entrance

Alternate 1 Breakdown		
RS Means Cost		**$31,333.56**
Coefficient	**0.98**	**$626.67**
Sub Total		**$30,706.89**
Bond	**2.5%**	**$767.67**
ALTERNATE TOTAL		**$31,474.56**

Thirty-One Thousand Four Hundred Seventy-Four and 56/100 ---------- Dollars.

Total Breakdown		
Base Total		**$18,650.21**
Alternate 1 Sub Total		**$30,706.89**
Sub Total		**$49,357.10**
Bond	**2.5%**	**$1,233.93**

Grand Total: $50,591.03

Fifty Thousand Five Hundred Ninety-One and 03/100 …….....Dollars

III. Exclusions:
Sales tax, overtime, permit fees
MEP Repairs
Hauling in water, existing hose bib will be used as needed
Removal of existing trees/plants/shrubs
Procurement of any new trees/plants/shrubs
Repair of any concrete, stairs, brick, or façade outside of pre-discussed jobsite boundary

IV. Clarifications:
Any work outside the defined scope of work

Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

Triston Moore
Project Manager

Commissioners Court - Regular Session **90.**

Meeting Date: 06/27/2023

entral Maintenance Facility Fleet Fuel Containment Wall with Excell Fueling Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Contract for Construction #2023240 between Excell Environmental, Inc., dba Excell Fueling Systems and Williamson County for the Central Maintenance Facility Fleet Fuel Containment Wall, in the amount of $7,212.00 pursuant to Buyboard Contract #673-22 and execution of the construction contract.

Background

This project shall provide complete construction services and furnish all materials, equipment, tools and labor to complete a Concrete Unit Wall (CMU) inside the oil storage room at the Central Maintenance Facility, located at 3151 S. E. Inner Loop, Suite B, Georgetown, Texas 78626 to conform to Edward Aquifer regulations. The contract and proposal includes a detailed scope of work in the amount of $7,212.00. Funding source is 01.0100.1026.004509. Point of contact is Christy Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/21/2023 09:44 PM
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:38 AM
Form Started By: Gretchen Glenn		Started On: 06/20/2023 02:34 PM
Final Approval Date: 06/22/2023		

CONTRACT FOR CONSTRUCTION

(Cooperative Purchasing – Buy Board – Contract Number 673-22)

PROJECT: **CMF Fleet Fuel Containment** ("Project")

GENERAL CONTRACTOR: **Excell Environmental, Inc., dba Excell Fueling Systems** ("GC")
Chris Mays, Project Manager
PO Box 1675
Buda, TX 78610

ARCHITECT: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (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 **installation of CMU wall enclosure to conform to Edward Aquifer rules in the fuel storage room** (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 **Ninety (90) 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 **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

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 **Seven Thousand, Two Hundred Twelve Dollars ($ 7,212)**.

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 **requirement to conform to TCEQ rules for a change in fuel storage capacity** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Seven Hundred Dollars ($ 700)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1

Owner's Contingency is controlled solely by County.

5.3.2

Expenditures from the 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 the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the 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 the 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:

Excell Environmental, Inc., dba Excell Fueling Systems
Chris Mays, Project Manager
PO Box 1675
Buda, TX 78610

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 78641 / 78626

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

GC: **Excell Environmental, Inc., dba Excell Fueling Systems**
PO Box 1675
Buda, TX 78610

Attention: Chris Mays
Project Manager

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:
Excell Environment, Inc.
dba Excell Fueling Systems

By: _____
Signature

Susan Rollins
Printed Name

President
Title

Date Signed: 06/19/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Attach Design Documents below:

Wilco Main Facility | 6400 | CMC/MC | 2/14/23

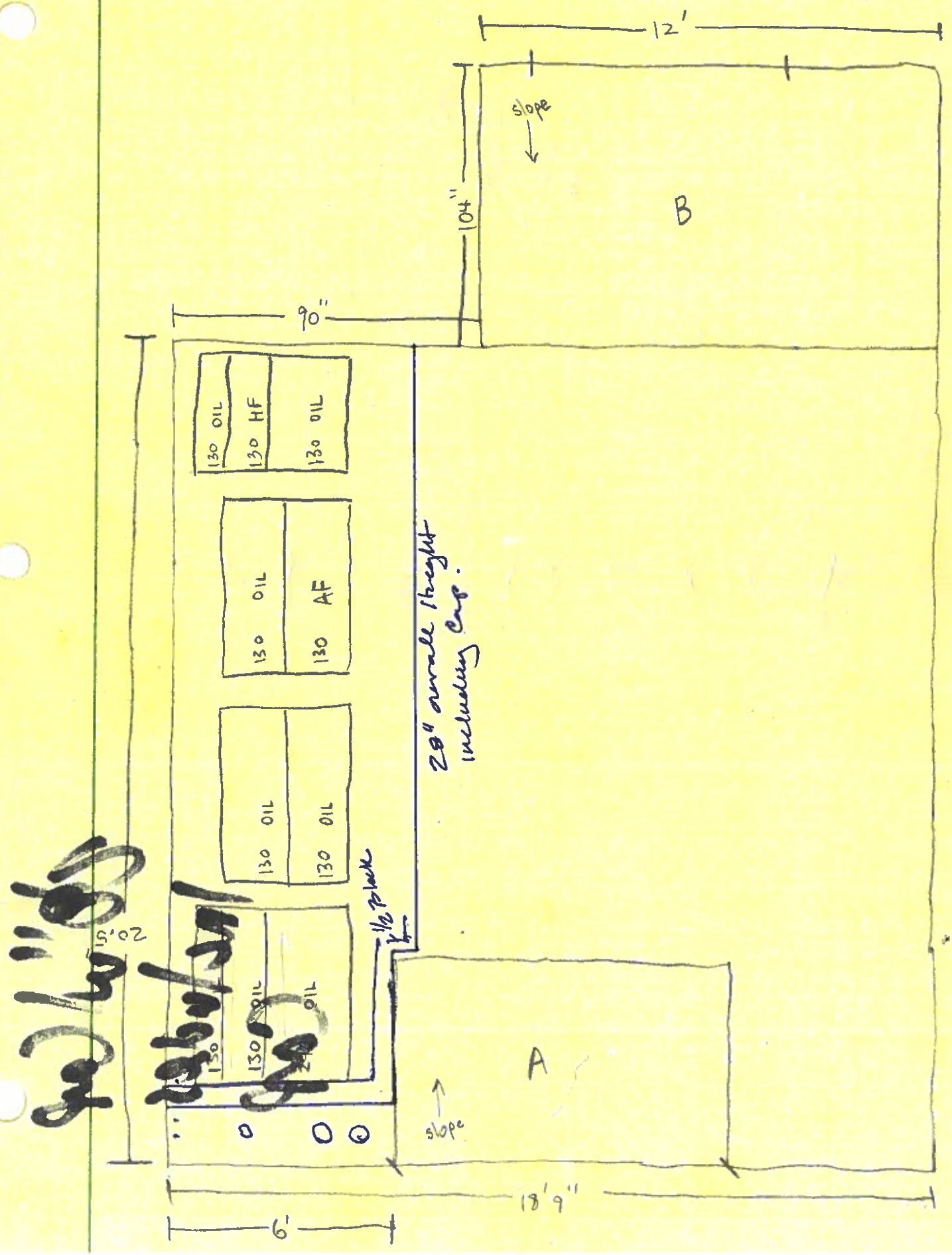


EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/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. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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

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

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

4. 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	

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its 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:

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.

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

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) 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.
(b) 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 the Owner.

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

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, 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 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.

2. 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 on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, 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.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) 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 Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. 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 on the Project.
8. The 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.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) 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;
   (b) provide to the 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;
   (c) provide the 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;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. 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;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 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

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract 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 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

E. If insurance policies are not written for the amounts specified herein, 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.

F. Insurance coverage required hereunder 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.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/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.

J. 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.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with 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 hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder 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 Contract/Agreement, 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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
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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.

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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~~

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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**.

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.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**~~

SR 6/19/23 ~~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**~~

SR 6/19/23 ~~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.**~~

SR 6/19/23 ~~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.

EXCELL FUELING SYSTEMS

June 20, 2023

Williamson County
Attn: Kevin Teller
3151 S. E. Inner Loop
Georgetown, Texas

Proposal for Excell to provide containment wall inside oil storage room.

- Installation of CMU wall to conform to Edward Aquifer rules.
- Install coating to seal the wall and floor to seal area.

Total $7,212.00

Terms and Conditions:
Quote good for 15 days only. Pricing must be secured with signed PO/contract. Equipment will be ordered within 5 days of the signed PO/Contract and will be billed to the customer as stored materials. All payments are due within 30 days of invoice.

P.O. Box 1675
Buda, Texas 78610
Info@excellfs.com

MEMBER PEI PETROLEUM EQUIPMENT INSTITUTE

512-280-5230
800-393-5757
Fax 512-280-3580

Commissioners Court - Regular Session **91.**

Meeting Date: 06/27/2023

Receive the June 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 June 2023 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

June 2023 Construction Summary Report

June 2023 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 08:56 AM
Form Started By: Marie Walters		Started On: 06/21/2023 04:06 PM
Final Approval Date: 06/22/2023		

ROAD BOND PROGRAM

Construction Summary Report

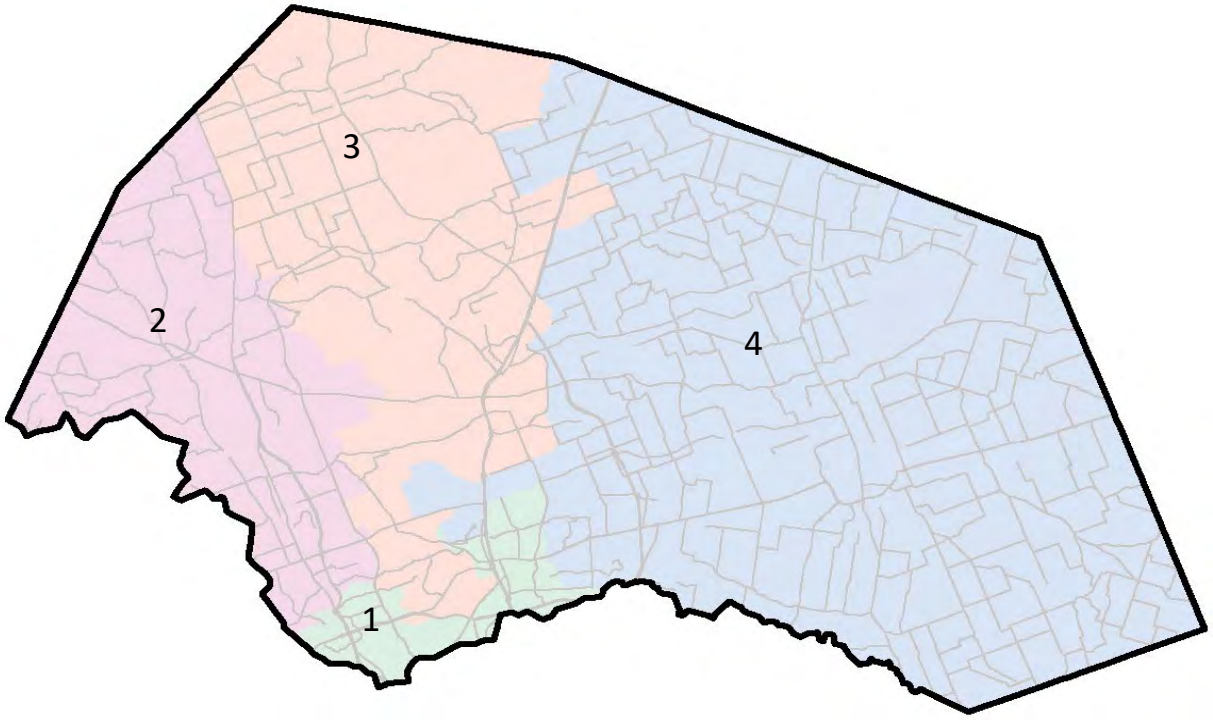
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

June 2023

WWW.ROADBOND.ORG

Volume XXIII - Issue No.6



Presented By: HNTB

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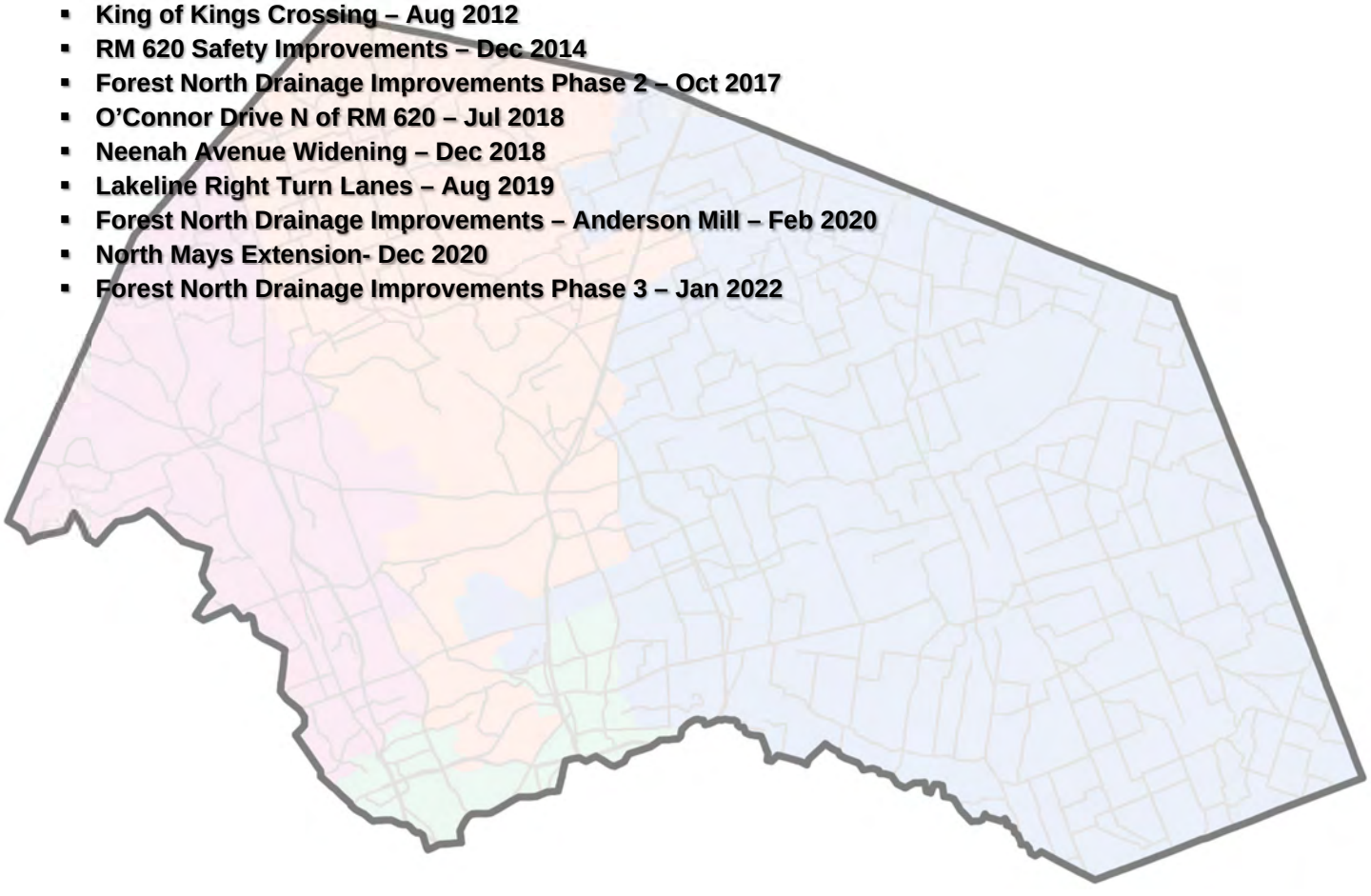
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 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 MAY 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**



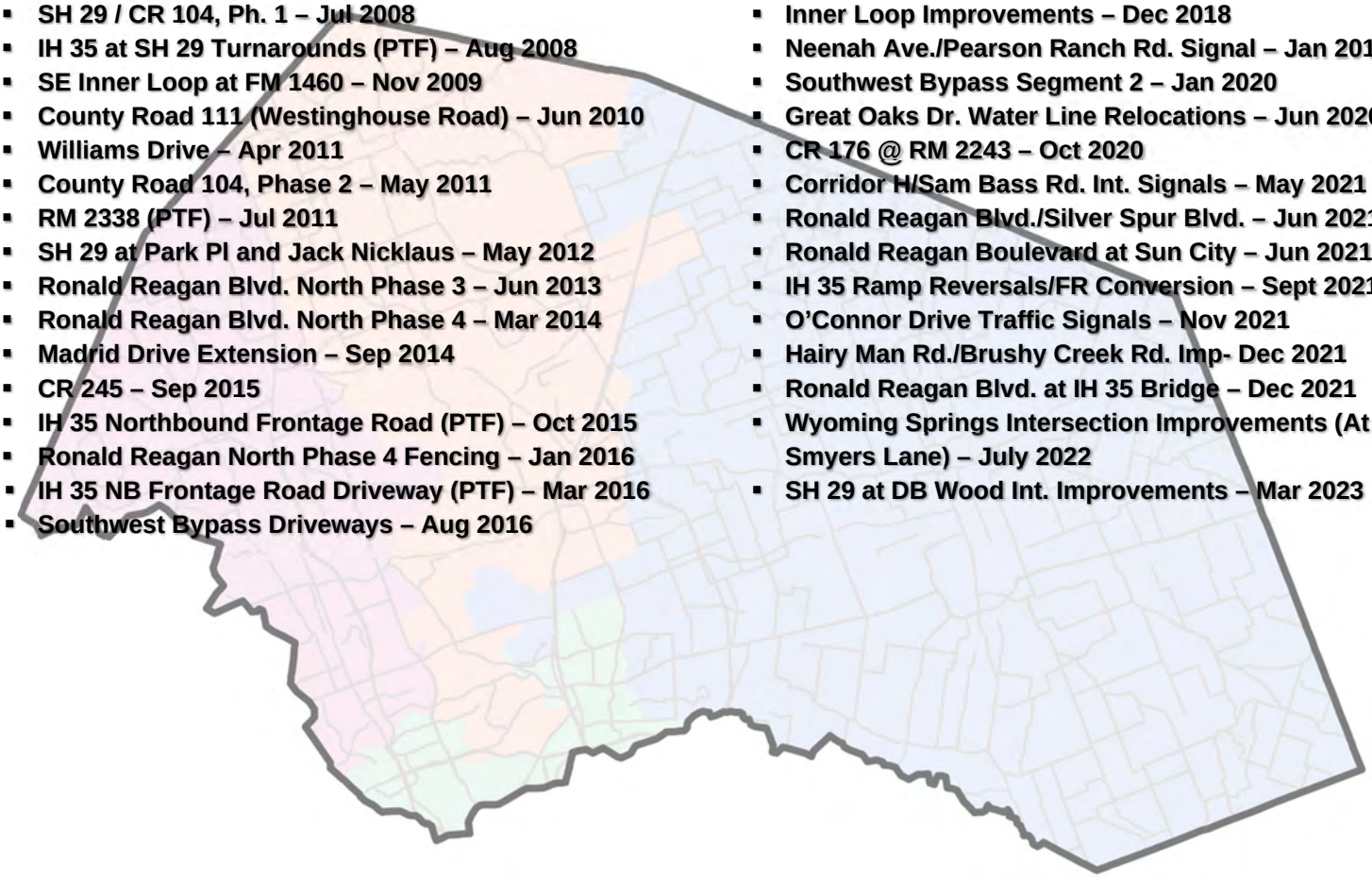
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 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



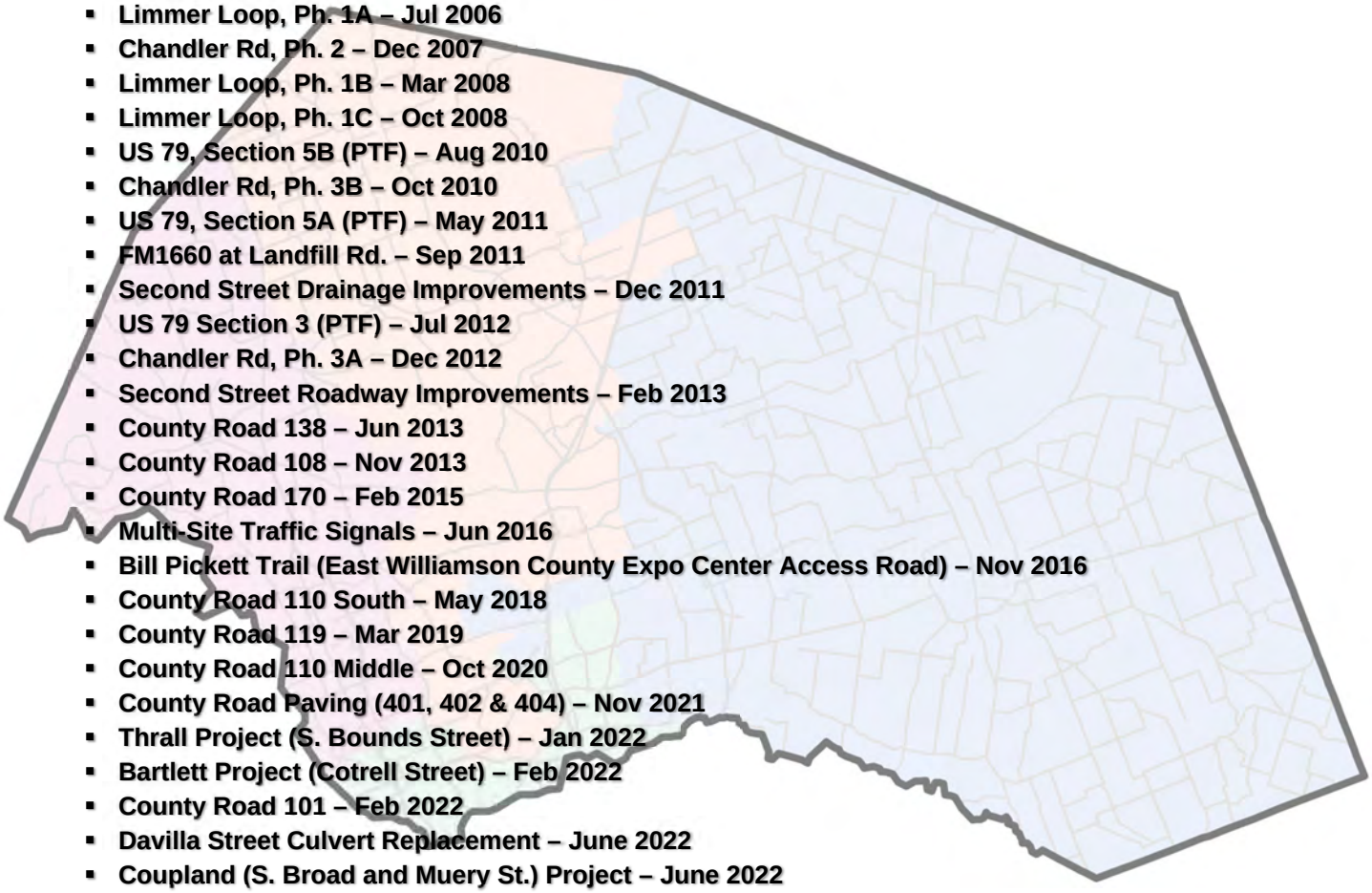
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

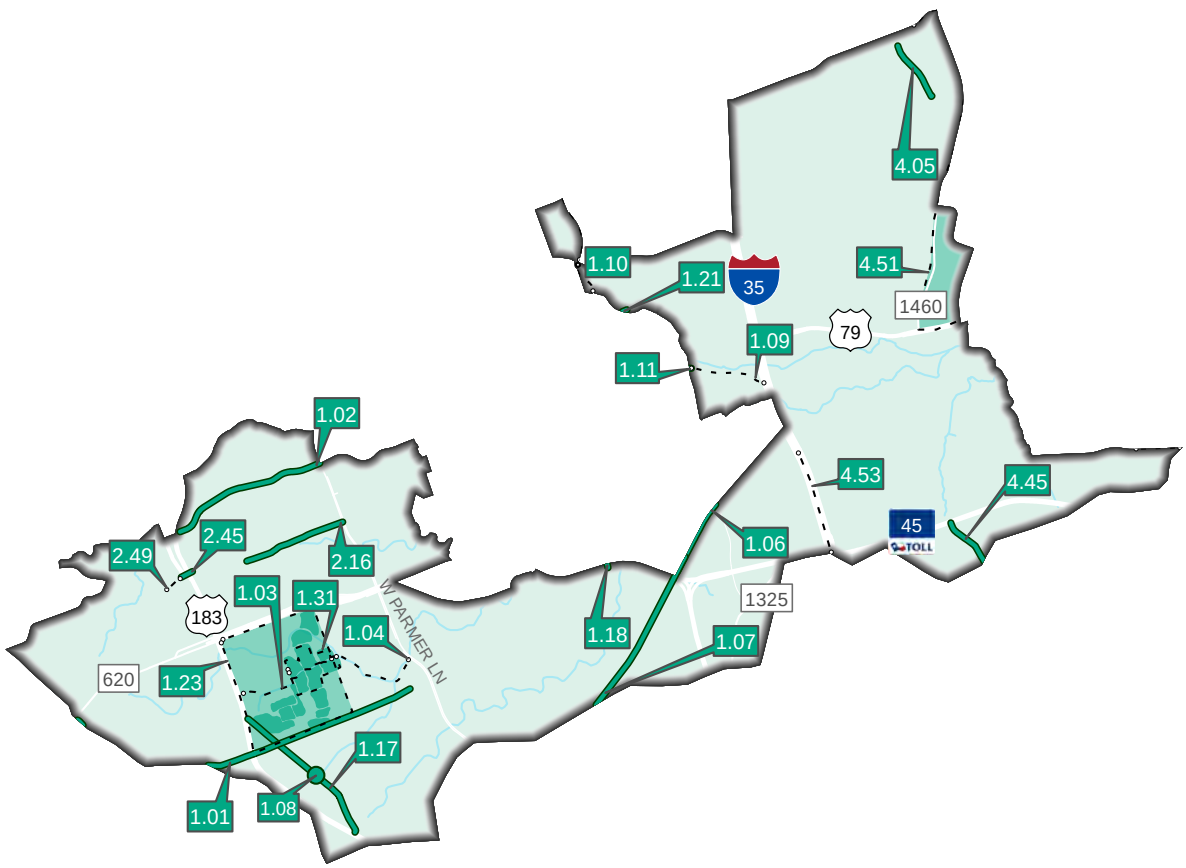
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2023

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**
- **University Boulevard Widening – Apr 2023**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



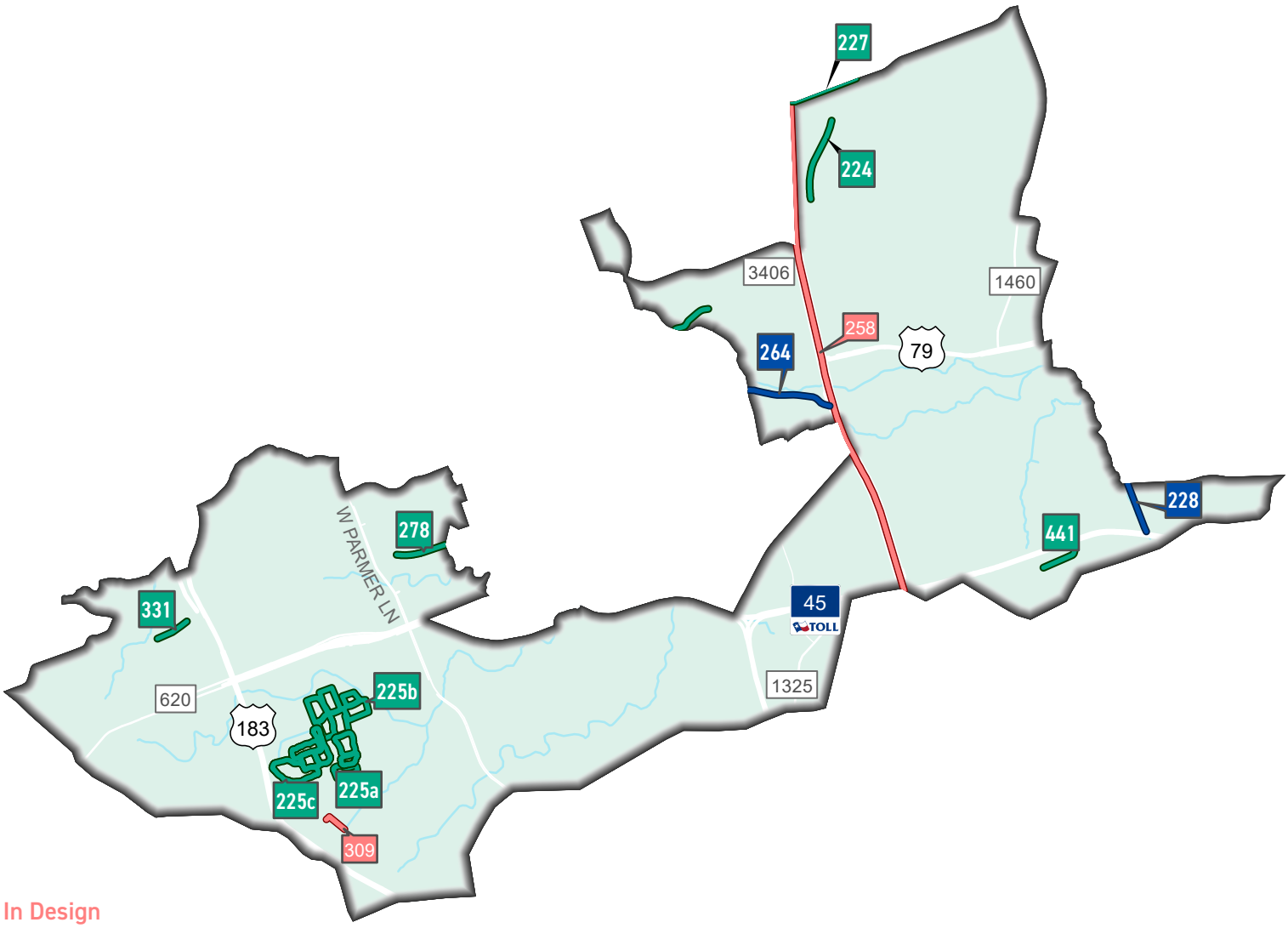
Completed/Open to Traffc

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 to US 183)

Under Construction/Bidding

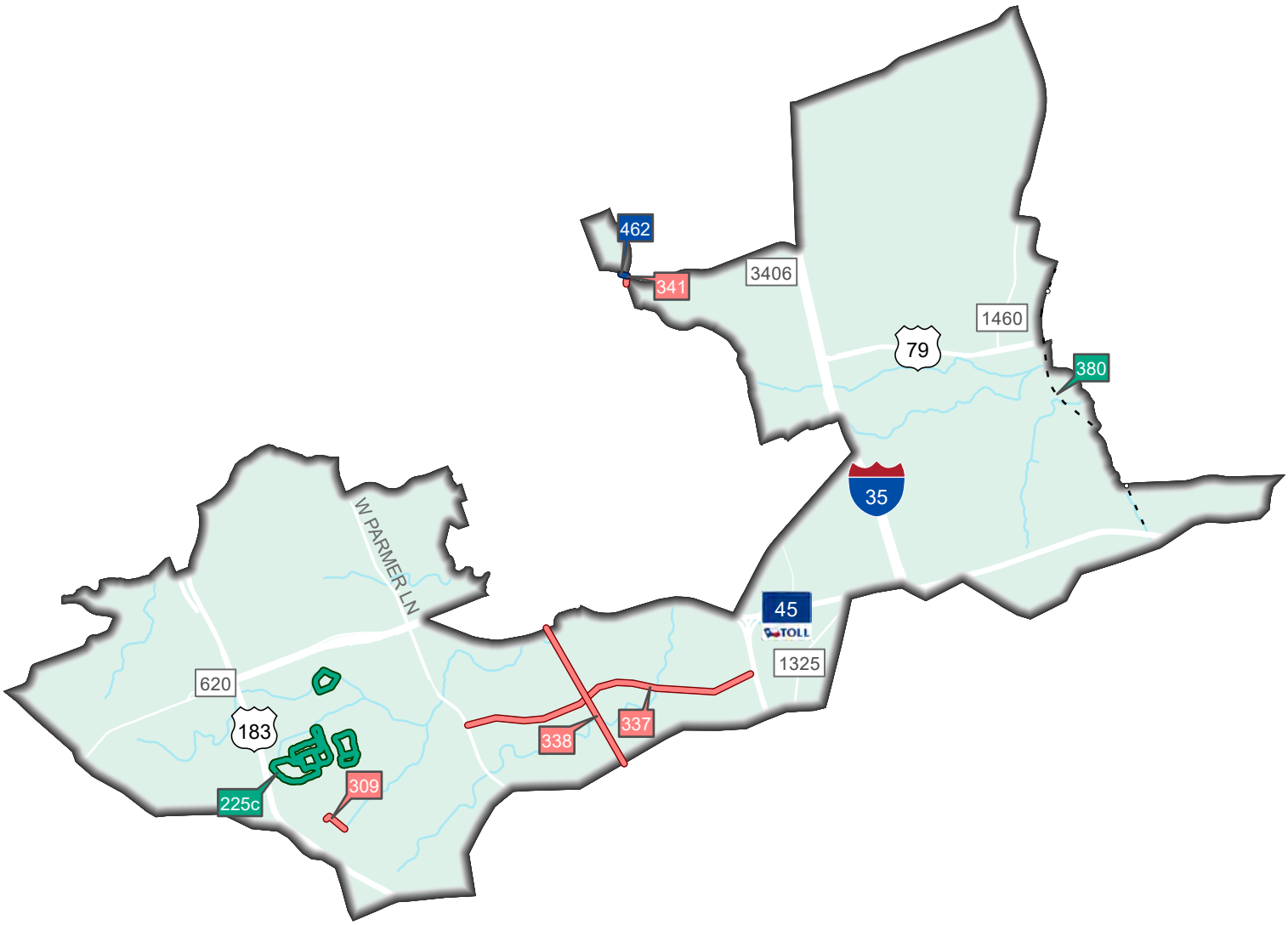
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic

224 North Mays Street Extension (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)
227 University Boulevard Widening (IH 35 to Sunrise Road)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy 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)

Under Construction/Bidding

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

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

5/31/2023 Comments - ATS to submit as-built wiring diagram to the EOR to determine if a new breaker is needed

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

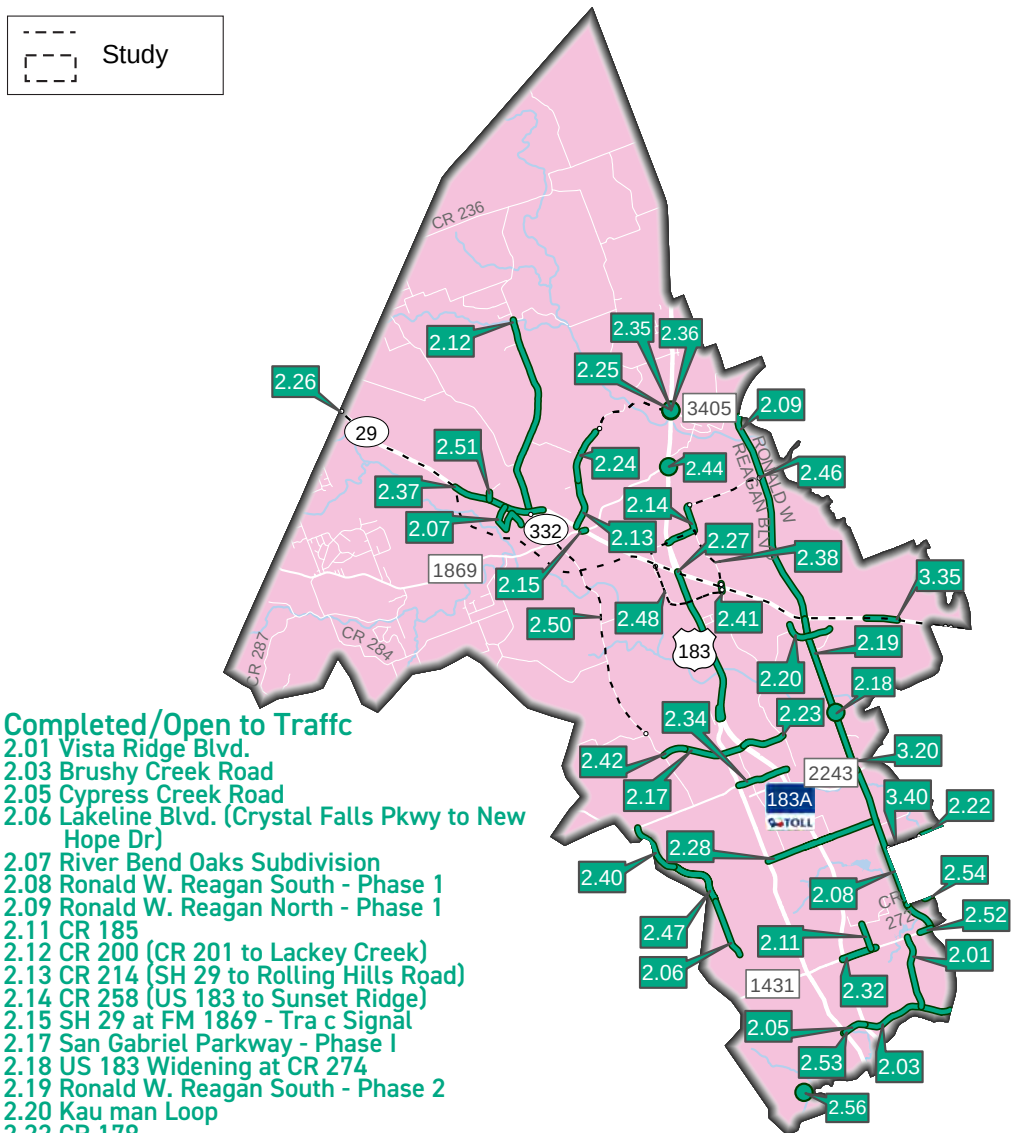
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

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.

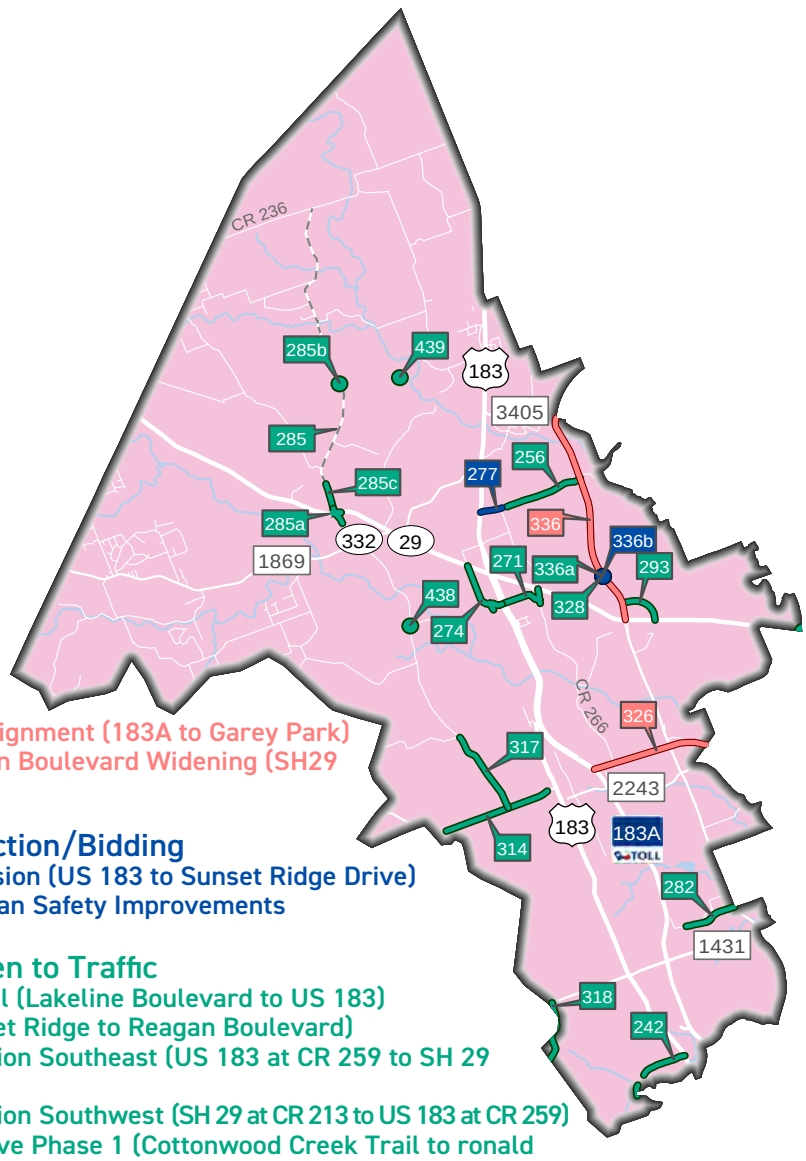
Adjusted Price = $11,750,980.68

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)

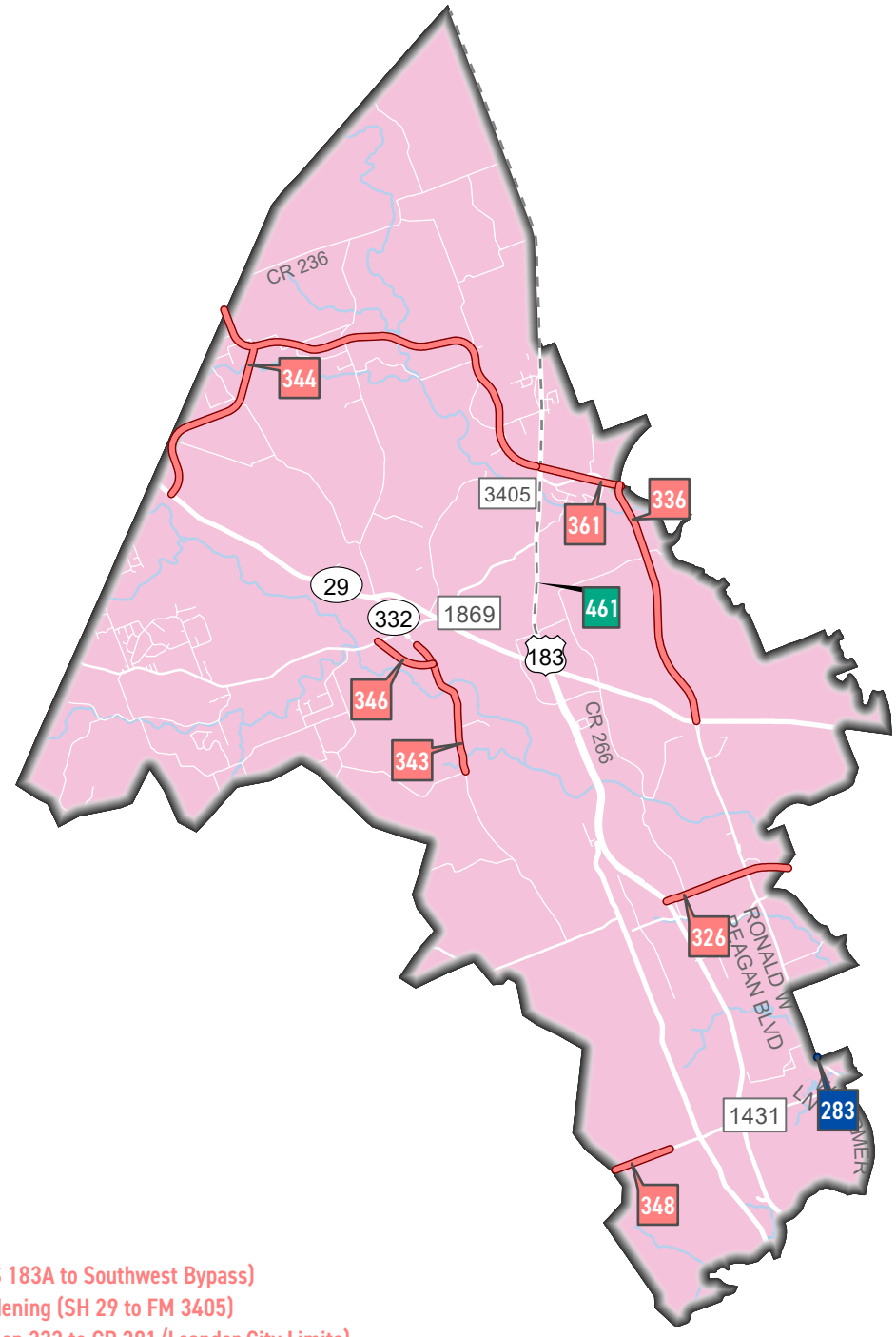
Under Construction/Bidding
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
336b Ronald Reagan Safety Improvements

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 (Hero Way) (US 183A to Southwest Bypass)
336 Ronald Reagan Blvd. Widening (SH 29 to 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) (Ronald Reagan Boulevard to US 183)

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	100
13	11/1/2022	3/31/2023	0	$61,767.99	$4,605,909.99	-$46,213.25	$46,524.34	100	100

5/31/2023 Comments - The required vegetative coverage has been achieved and the Engineer of Record is preparing an acceptance letter to send to TCEQ.

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

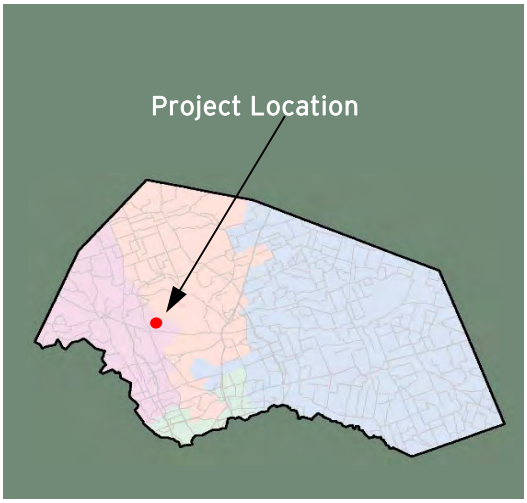
4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for replacing the existing concrete driveways at the entrances to the City of Liberty Hill's Park and revising the asphalt driveway quantity. With the existing driveways being concrete, it 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 - Early 2024
Estimated Construction Cost: $6.3 Million



MAY 2023 IN REVIEW

5/5/2023: Joe Bland Construction (JBC) continued placing flexible base in the middle third of the CR 258 Extension and continued processing embankment for the Sunset Ridge Driveway. The contractor continued pouring concrete riprap in various locations.

5/12/2023: JBC continued placing flexible base on Questa Trail and began cutting subgrade from the west end to the SH 183 tie-in. JBC began installation of storm sewer manholes.

5/19/2023: JBC continued excavation and embankment throughout the project. The contractor installed steel encased water line and storm drain pipe near the east end of project.

5/26/2023: JBC finished placing the flexible base at the west end of the project near the US 183 entrance. The contractor completed installing the 18-inch steel casing across CR 258.



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
4	3/1/2023	3/31/2023	31	$354,614.85	$1,402,084.63	$39,401.65	$155,787.18	25	29
5	4/1/2023	4/30/2023	30	$455,839.20	$1,857,923.83	$50,648.80	$206,435.98	33	36

5/31/2023 Comments- Contractor continued roadway excavation and embankment, poured concrete headwalls, riprap and ribbon curb in various locations.

Change Order Number	Approved	Cost This CO	Total COs
01	11/11/2022	$ -	$ -

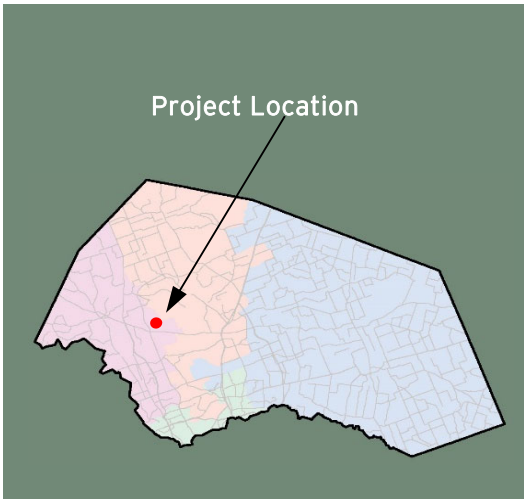
4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and 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 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Adjusted Price = $6,259,320.05





Ronald Reagan Blvd. at Elizabeth Park Blvd. Temporary Signals

Project Length: 0.526 Miles
Roadway Classification: Signals

Project Schedule: April 2023 - Fall 2023
Estimated Construction Cost: $.2 Million



MAY 2023 IN REVIEW

5/5/2023: Levy Company continued submitting material specifications. Notice to Proceed was issued for 4/7/23 with contract time starting on 4/17/23.

5/12/2023: Levy Construction installed four wooden signals poles and began potholing existing underground utilities before trenching the underground conduits.

5/19/2023: Levy Construction excavated and set forms for ground boxes and controller pad. Levy started installing strand wire for traffic signal heads.

5/26/2023: Levy Construction finished drilling guy wire anchors and completed installing all wooden poles. Levy poured concrete for the controller pad, guy wire anchors, and ground boxes. Levy began installing electrical services on the wooden poles.



Design Engineer: CP&Y
Contractor: Levy Construction
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

Ronald Reagan at Elizabeth Park Temporary Signals
Project No. 23IFB21

Original Contract Price = $216,902.22

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/7/2023	2/28/2023	4/7/2023	4/17/2023				135		135

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	14	$30,069.40	$30,069.40	$3,341.04	$3,341.04	14	10
2	5/1/2023	5/31/2023	31	$64,940.18	$95,009.58	$7,215.58	$10,556.62	43	33

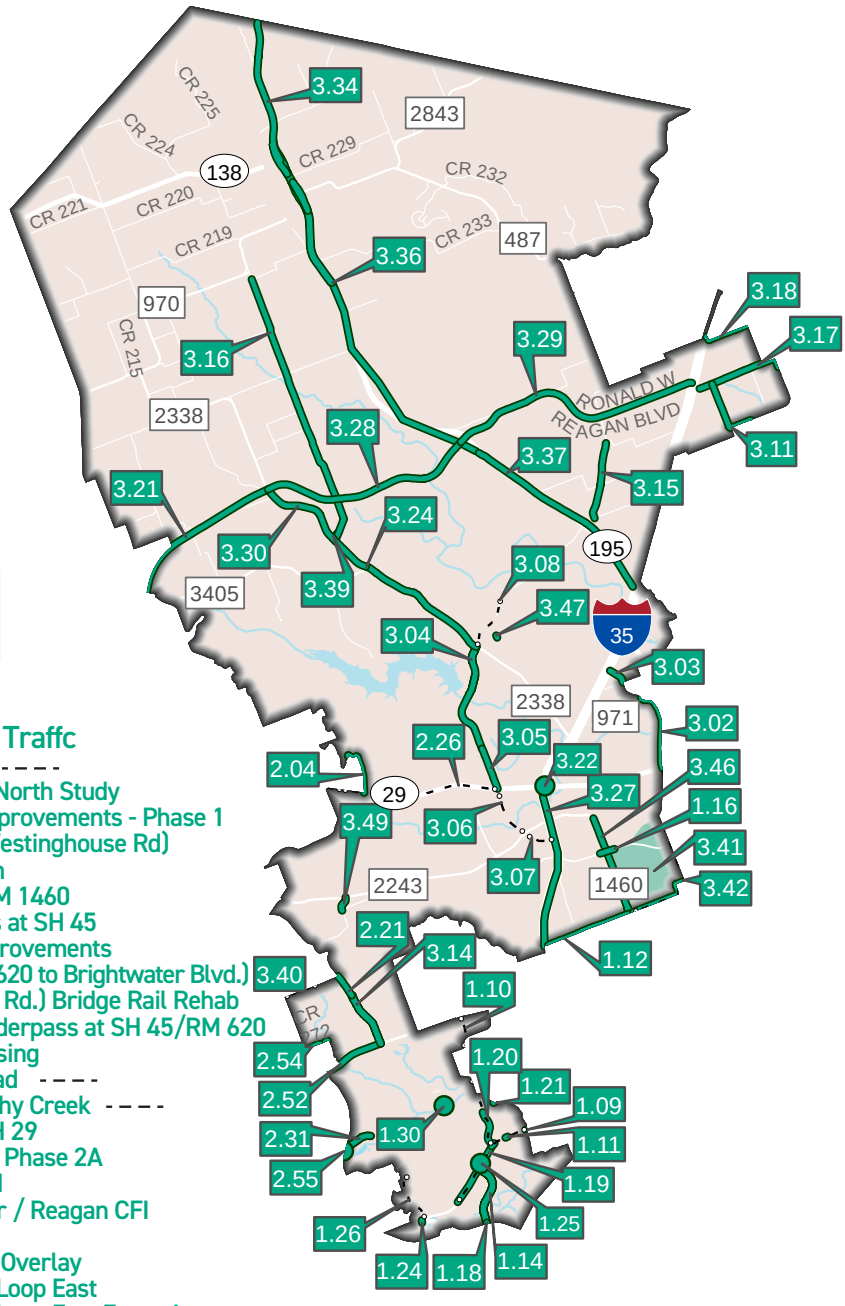
5/31/2023 Comments - Levy Construction installed electrical service box, guy wire anchors, strand wires and signal wires crossing Ronald Reagan.

Change Order Number	Approved	Cost This CO	Total COs
01	5/24/2023	$28,245.75	$ 28,245.75

2. Unadjusted utility (unforeseeable). 2G. Other: This Change Order will add and remove items from the project due to unforeseen changes in field conditions. The project conditions have been altered since the initial design and this Change Order will correct these issues. This Change order will also compensate the contractor for installing a temporary controller so that the signal can be activated immediately rather than waiting on the permanent controller which has a long lead-time for delivery.

Adjusted Price = $245,147.97

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



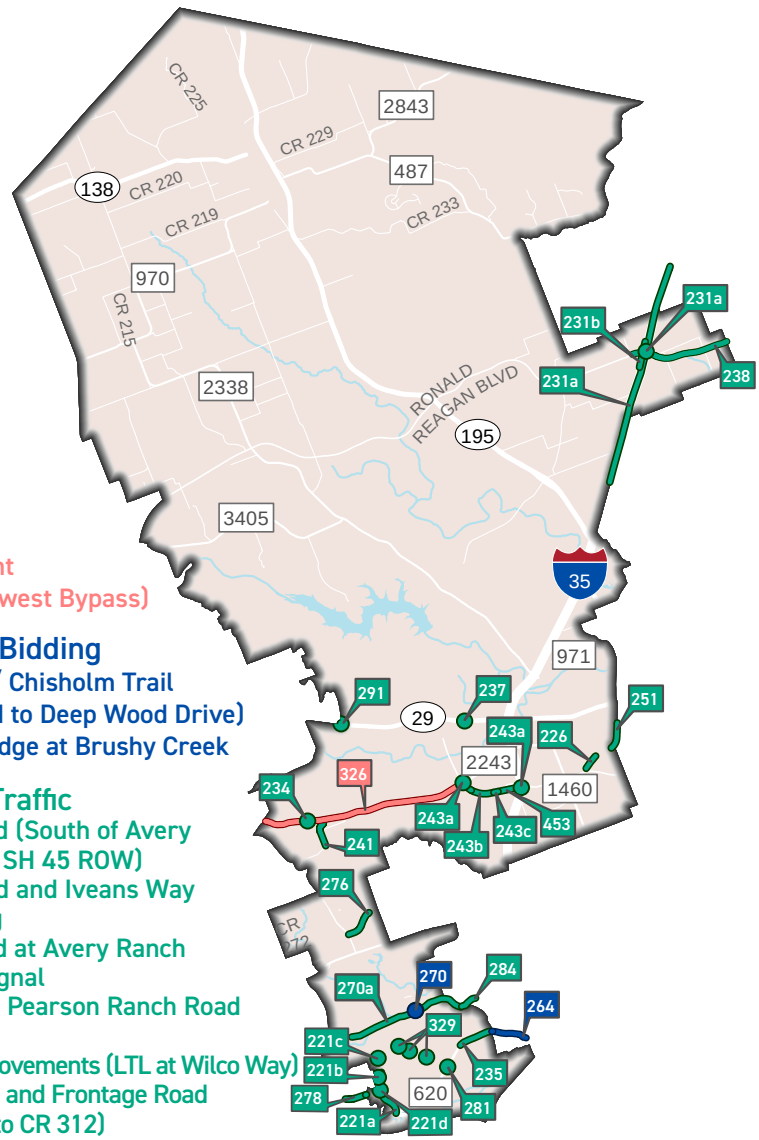
Study

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

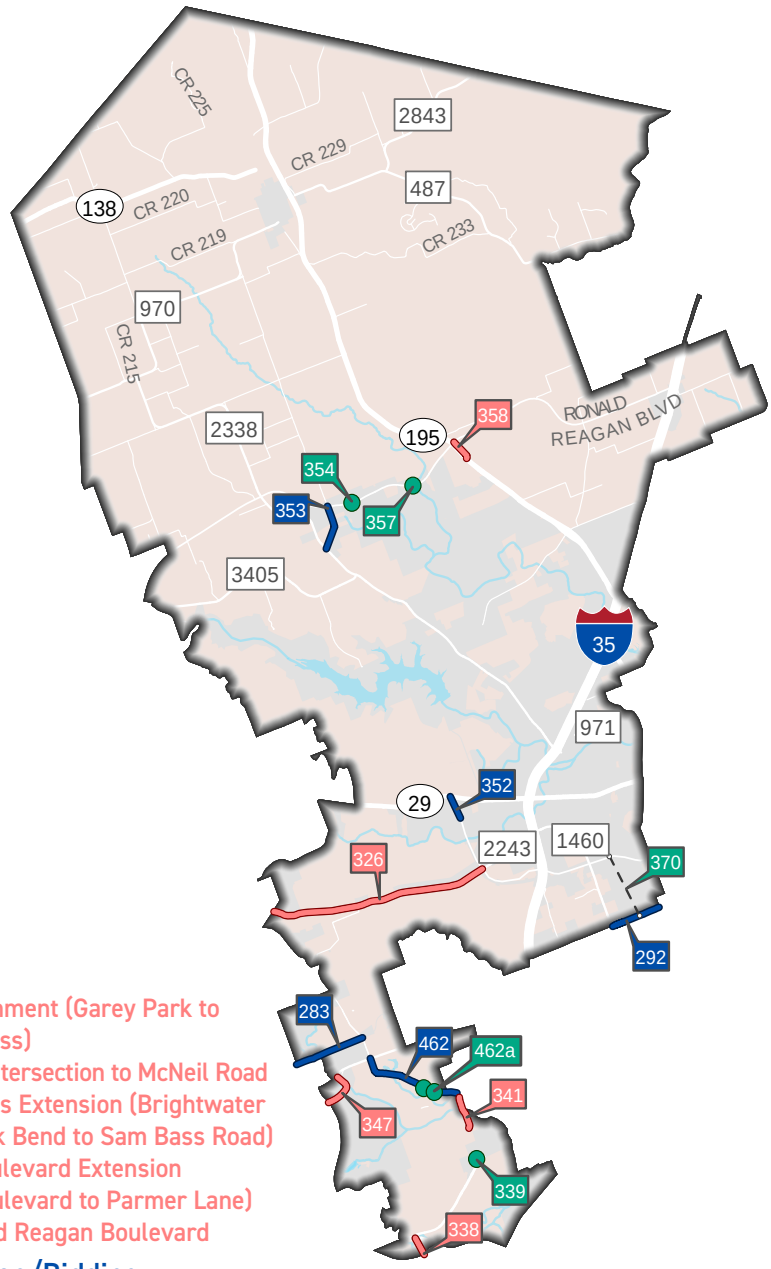
264 RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

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



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

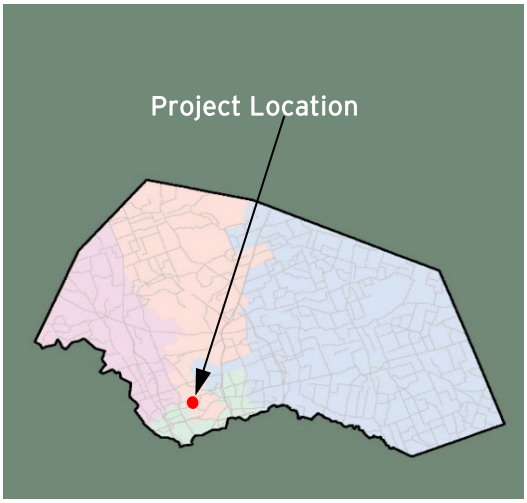
Under Construction/Bidding

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 - Summer 2023
Estimated Construction Cost: $10.7 Million



MAY 2023 IN REVIEW

5/5/2023: DeNucci Constructors formed and poured two sections of retaining Wall 1B, along the south bank of Brushy Creek. DeNucci formed curb and gutter on the north and south ends of the bridge. Subcontractor Greater Austin poured the bridge deck slab on the Great Oaks Bridge, Span 2.

5/12/2023:DeNucci excavated for and poured the footing for the last panel of Wall 1A along the south bank of Brushy Creek. Greater Austin also placed steel and poured the bridge deck slab on the northwest corner of the Brushy Creek Road and Great Oaks Bridge intersection.

5/19/2023: DeNucci prepared subgrade, formed and poured a section of the rip rap median south of the bridge on Great Oaks Drive. Subcontractor Alpha Paving placed the prime coat on the roadway base for Great Oaks Drive.

5/26/2023: DeNucci poured the last panel of Wall 1A. Subcontractor Alpha Paving placed the seal coat and hot-mix asphalt on southbound Great Oaks Drive at the north and south ends of the bridge.



Design Engineer: P.E. Structural
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, 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
19	3/1/2023	3/31/2023	31	$481,061.68	$7,167,885.51	$53,451.29	$796,431.72	74	97
20	4/1/2023	4/30/2023	30	$1,102,824.63	$8,270,710.14	-$361,131.19	$435,300.53	81	102

5/31/2023 Comments - Contractor finished placing concrete at the bridge deck and started installing rebar and forms for concrete barrier. They also continued running wires for traffic signals and placing flex base in the parking lot area, placed hot mix asphalt on Great Oaks and finished the concrete retaining wall by the south bank of Brushy Creek.

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 Junction Boxes, a 36' tall traffic signal pole, an Electric Service TY A, a Guardrail End Treatment, and Removable Work Zone 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

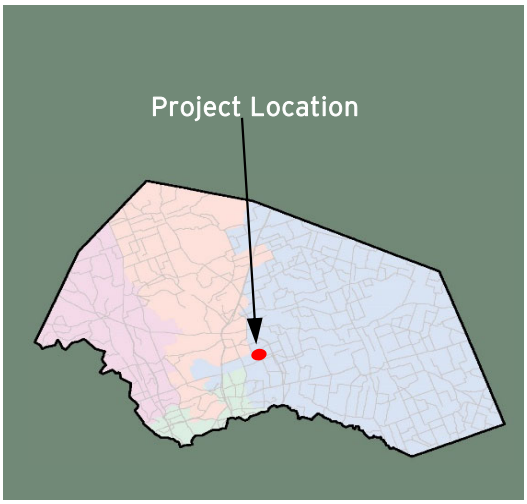
3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek.

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



MAY 2023 IN REVIEW

5/5/2023: Capital Excavation poured concrete for the footing and headwall at the east side of the culvert at CR 104. Capital placed concrete riprap along the northwest side of Culvert 5 and placed stone matrix at Culvert 6.

5/12/2023: Capital began boring for 24-inch steel casing across the road, east of Gateway School. Capital closed road at Spur CR 105 and began excavating the ditch and for the roadway.

5/19/2023: Capital poured concrete for the sidewalk in front of Circle K at FM 1460. Capital continued processing flexible base east of Bell Gin Road. Capital installed the 16-inch water line across Bell Meadows Road.

5/26/2023: Capital poured concrete for the sidewalk at Higgs Road. Capital continued processing flexible base, east of Bell Gin Road. The contractor placed four inches of hot mix asphalt at FM 1460, Jacobs Way to CR 105 Spur, east of Bell Gin Road, and west of SH 130.



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
14	3/1/2023	3/31/2023	31	$639,962.65	$12,981,878.61	$33,682.25	$683,256.77	62	61
15	4/1/2023	4/30/2023	30	$717,084.56	$13,698,963.17	$37,741.29	$720,998.06	65	65

5/31/2023 Comments - Contractor placed the base course of HMA at varions locations, continued roadway work, storm sewer pipe and box culverts, and installation of water lines throughout the project.

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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 Force 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 upsize changes in 6 inlet and 1 junction box to accommodate pipe size 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 F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

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 RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. 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 Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

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) 2J. 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

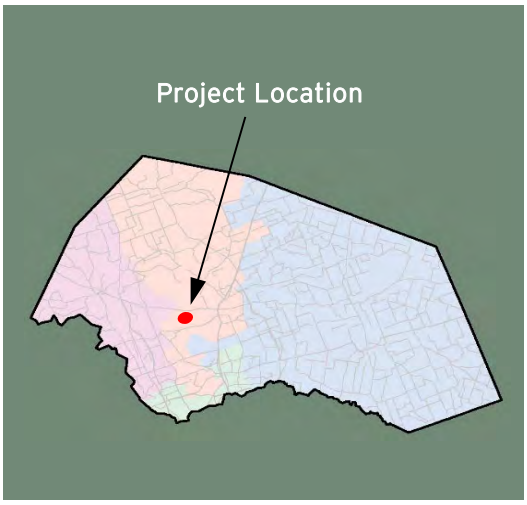
4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
09	4/25/2023	$14,282.00	$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates 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 not 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.

Adjusted Price = $22,124,041.18





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



MAY 2023 IN REVIEW

5/5/2023: Joe Bland Construction (JBC) continued placing topsoil and cleaning up throughout job site. Subcontractor DIJ striped near Wolff Ranch.

5/12/2023: JBC continued vegetative watering on Southwest Bypass and SH 29. Subcontractor BMP seeded, fertilized and placed soil retention blankets on east side of Southwest Bypass from Culvert 2 headwall to Wolf Ranch Parkway.

5/19/2023: JBC completed the traffic switch by placing westbound traffic on Wolf Ranch. JBC continued vegetative watering on Southwest Bypass and SH 29. JBC formed curb and gutter on Wolf Ranch.

5/26/2023: Subcontractor TRP installed bases for small signs on Wolf Ranch and Southwest Bypass. Subcontractor State to State installed new fiber optics box and moved existing fiber optics line from under the road at SH 29. Subcontractor ACLC removed cable from overhead poles on SH 29.



Design Engineer: LJA
Contractor: Joe Bland Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = $4,288,543.00

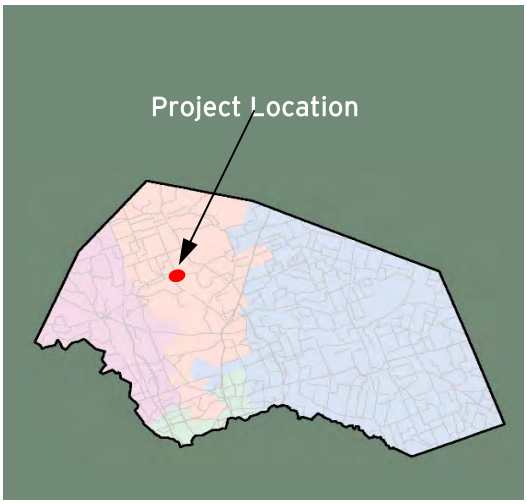
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022				239		239

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
8	3/1/2023	3/31/2023	31	$778,428.08	$2,505,331.93	-$60,018.63	$131,859.58	61	90
9	4/1/2023	4/30/2023	30	$585,017.55	$3,090,349.48	$30,790.39	$162,649.97	76	103

5/31/2023 Comments - Contractor installed small signs, shouldered up and placed top soil along the new roadway, and installed permanent pavement markings and markers 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 - Spring 2024
Estimated Construction Cost: $6.97 Million



MAY 2023 IN REVIEW

5/5/2023: Joe Bland Construction (JBC) continued roadway excavation and embankment. JBC hauled in and processed flexible base by Rock Hollow Drive. Subcontractor Greater Austin poured concrete for bridge bent cap, remaining columns, and continued forming up for abutment backwall.

5/12/2023: JBC continued roadway excavation and embankment on the north end of the project. Subcontractor Greater Austin poured concrete for bridge abutment backwall and continued forming bridge caps.

5/19/2023: JBC a continued processing flexible base near Rocky Hollow Road. Subcontractor Greater Austin placed concrete for bridge abutment backwall. Greater Austin began forming concrete rip rap by both bridge abutments.

5/26/2023: JBC continued processing flexible base at north end of project. JBC began installing drainage lines at Rocky Hollow Drive. Subcontractor Greater Austin placed concrete rip rap at the bridge abutments. Greater Austin formed up and tied steel.



Design Engineer: Bridgefarmer
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

Project Name: CR 245 Reconstruction
Project No. 23IFB12

Original Contract Price = $6,969,195.21

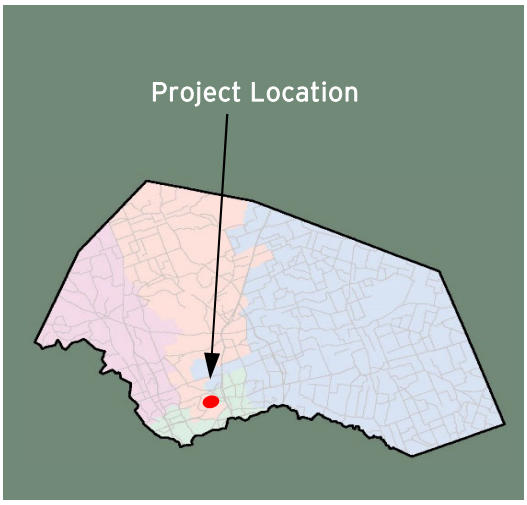
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/6/2022	12/13/2022	2/1/2023	2/10/2023				423		423

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
2	3/1/2023	3/31/2023	31	$355,908.11	$499,372.70	$39,545.35	$55,485.86	8	12
3	4/1/2023	4/30/2023	30	$378,182.90	$877,555.60	$42,020.32	$97,506.18	14	19

5/31/2023 Comments - Contractor continued to work on concrete bent caps, storm drain systems, placing embankment and flex base, and rock riprap at bridge abutments.

Adjusted Price = $6,969,195.21





Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: January 2022 - Summer 2025
Estimated Construction Cost: $36.1 Million



MAY 2023 IN REVIEW

5/5/2023: Subcontractor Badger continued potholing for the Aqua Water line, the BCMUD water lines, and Round Rock water line in various locations. Subcontractor Austin Wood Recycling continued removing brush and trees at various locations, prior to the water line relocations.

5/12/2023: Cash Construction continued removing property fencing at various locations. Subcontractor HL Chapman began trenching for the Round Rock water line on the north side of Sam Bass near Mayfield Drive.

5/19/2023: Subcontractor Austin Wood Recycling continued removing brush and trees at various locations. Subcontractor HL Chapman continued trenching for the Round Rock water line on the north side of Sam Bass near between Mayfield Drive and Thousand Oaks.

5/26/2023: Cash Construction began fusing the water bypass pipe east of Great Oaks Drive. Subcontractor HL Chapman continued trenching for the Round Rock water line and the Aqua water line.



Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

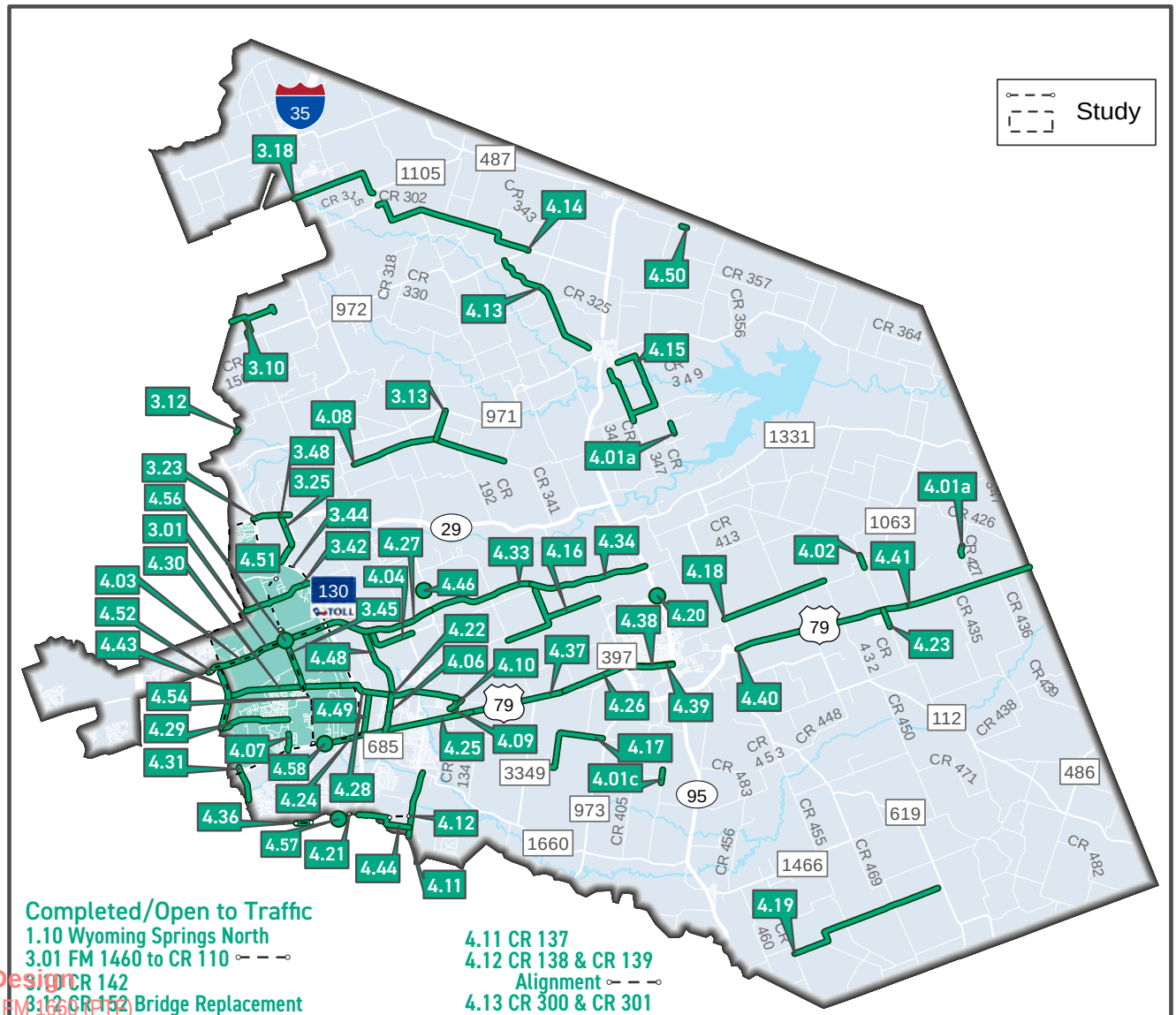
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3

5/31/2023 Comments - Contractor continued clearing and grubbing and removing trees and property fencing at various locations; they finished fusing the HDPE the water bypass pipe, and continued pre-trenching for the CORR and BCMUD water lines.

Adjusted Price = $36,145,959.00

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

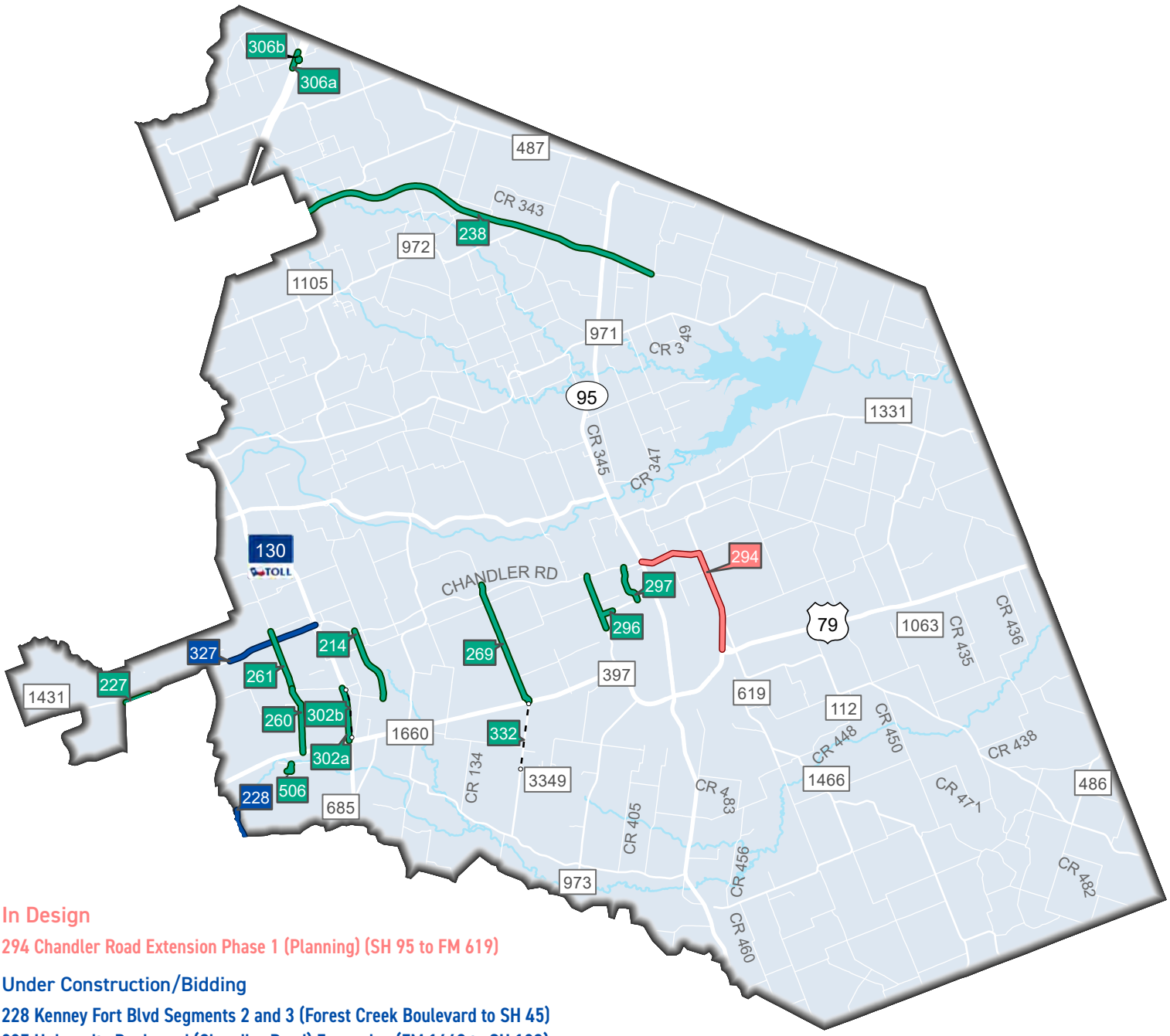
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⊶ – – ⊸
3.11 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 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

In Design

4.35 FM 1660 (CR 128)

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

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)

227 University Boulevard Widening (IH 35 to Sunrise Road)

238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)

269 CR 101 (US 79 to North of Chandler Road)

260 CR 110 South (US 79 to Limmer Loop)

261 CR 110 Middle (Limmer Loop to CR 107)

296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)

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 Study ◦- -◦

306a Relocation of 48" Williamson County Regional Raw Waterline - Line A

306b CR 305 at IH 35 Bridge Replacement

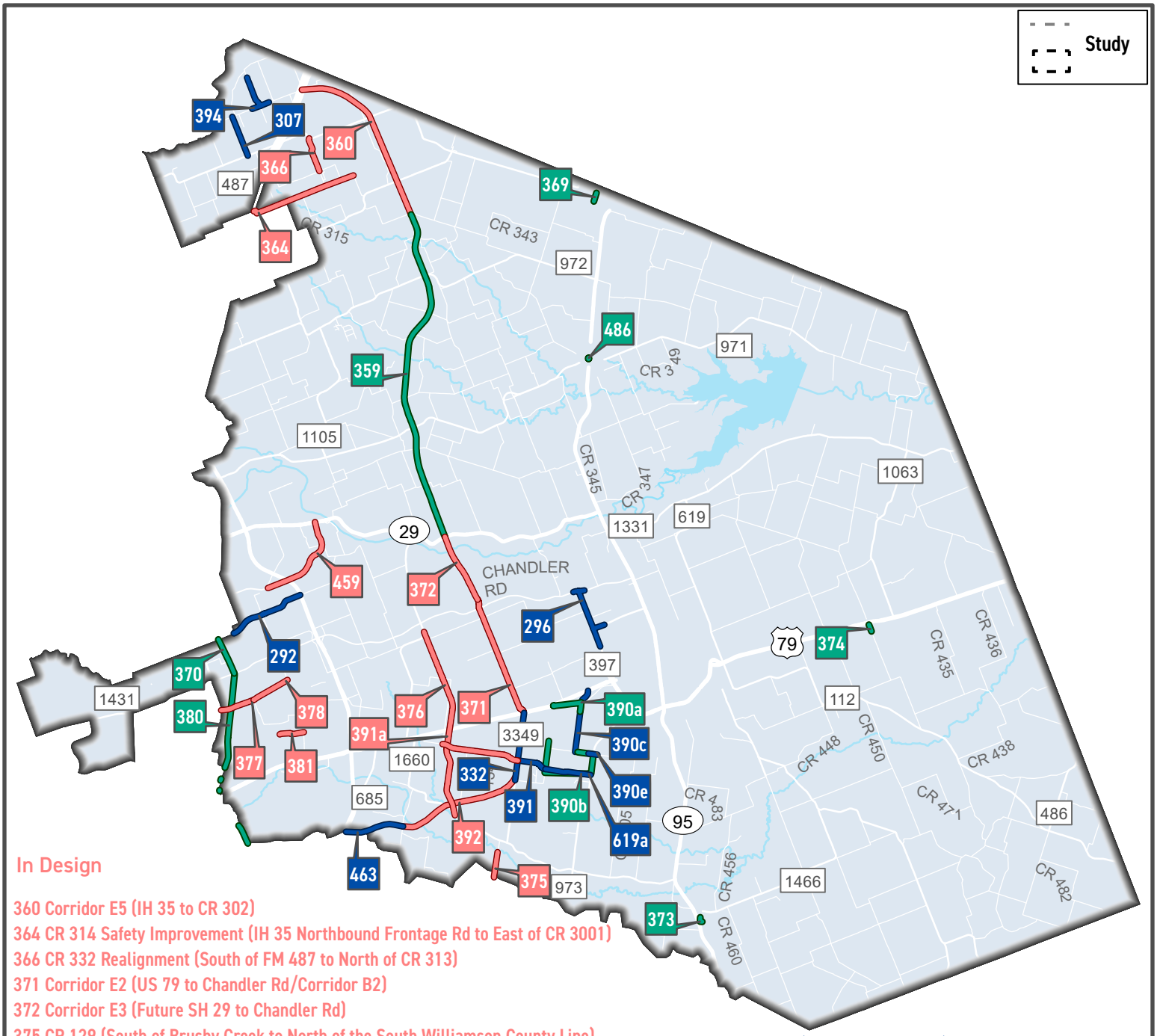
332 FM 3349/US 79 Interchange (US 79 to CR 404) ◦- -◦

506 Oak Bluff and Greenfield Drainage Improvements

Study

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

360 Corridor E5 (IH 35 to CR 302)
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 Rd/Corridor B2)
372 Corridor E3 (Future SH 29 to Chandler Rd)
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 (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)
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)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)

Completed/Open to Traffic

359 Corridor E4 (Future SH 29 to Ronald Reagan Extension/Corridor D)
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
380 MoKan (University Boulevard to SH 45)
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
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	7/28/2022		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	59	59
13	7/1/2021	7/31/2021	31	$450,541.31	$7,051,567.62	$50,060.14	$783,507.51	63	64
14	8/1/2021	8/31/2021	31	$759,767.66	$7,811,335.28	$84,418.63	$867,926.14	70	69
15	9/1/2021	9/30/2021	30	$572,768.63	$8,384,103.91	$63,640.96	$931,567.10	75	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	97	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	98	100
24	6/1/2022	6/30/2022	0	$1,755.09	$11,891,971.39	$35.81	$242,693.29	98	100
25	7/1/2022	7/31/2022	0	$1,665.44	$11,893,636.83	$33.99	$242,727.28	98	100
26	8/1/2022	9/30/2022	0	$36,850.58	$11,930,487.41	$752.05	$243,479.33	98.6	100
27	10/1/2022	4/30/2023	0	$421,720.72	$12,352,208.13	-$243,479.33	$0.00	100.0	100

5/31/2023 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)

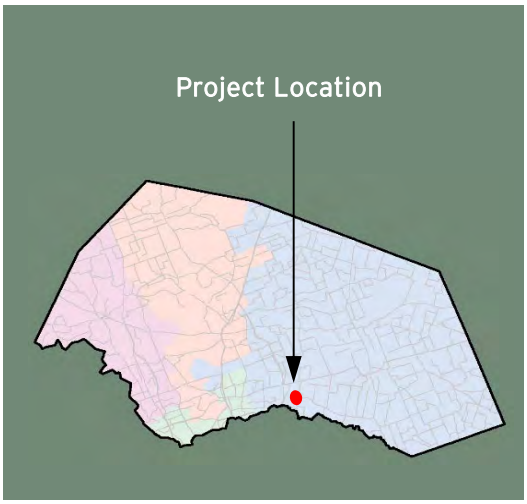
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 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.

Change Order Number	Approved	Cost This CO	Total COs
06	4/24/2023	$ 40,347.72	$ (744,965.68)

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.

Adjusted Price = $12,347,876.32





East Wilco Highway (Southeast Loop Segment 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: $12.1 Million



MAY 2023 IN REVIEW

5/5/2023: James Construction (JCG) continued repair on the C221 rail. Subcontractor Elite formed and poured the sections of curb that were removed.

5/12/2023: JCG continued repair on the C221 rail and placed topsoil throughout the project. JCG began working on punch list items.

5/19/2023: JCG placed the sealant and handrail for the C221 rail on both bridges and began placing the sealant on the SSTR rails. Subcontractor TEM seeded all new topsoil, removed silt fence, and placed rock filter dams along various ditch lines throughout the project.

5/26/2023: James Construction (JCG) continued placing topsoil throughout project and working on punch list items. Subcontractor TEM seeded topsoil and placed rock filter dams along various ditch lines throughout the project.



Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (Southeast Loop Segment 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	101
19	2/1/2023	2/28/2023	28	$161,924.00	$9,700,732.90	$8,522.32	$510,564.89	85	106
20	3/1/2023	3/31/2023	31	$291,588.78	$9,992,321.68	$15,346.78	$525,911.67	87	111
21	4/1/2023	4/30/2023	30	$160,641.77	$10,152,963.45	$8,454.83	$534,366.50	88	117

5/31/2023 Comments - Contractor placed the final lift of asphalt, installed MBGF, small signs and markers.

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

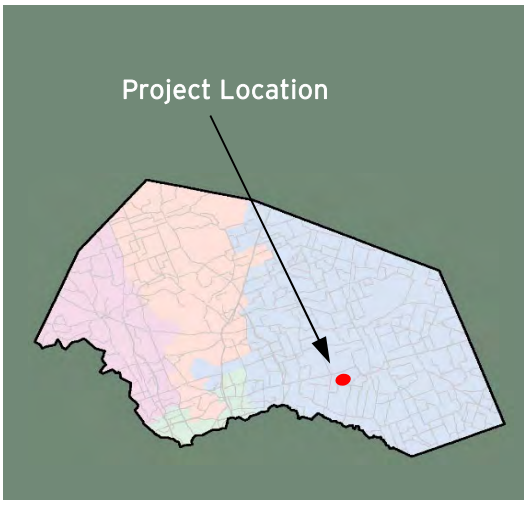
1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (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





CR 401 Reconstruction

Project Length: 1.253 Miles
Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2023
Estimated Construction Cost: $13.5 Million



MAY 2023 IN REVIEW

5/5/2023: James Construction (JCG) continued processing flexible base on the eastern half of the CR 401 and CR 402 intersection. Subcontractor Texas Materials primed, placed seal coat, and paved the Phase 2 portion of CR 401. Subcontractor Sexton worked on the water line north of US 79.

5/12/2023: JCG formed and poured the driveway to Clark Travel on the north side of US 79. Subcontractor TexOp milled out the remaining CR 401 roadway. Subcontractor Sexton worked on the water line north of US 79.

5/19/2023: JCG completed processing flexible base on the eastern half of the CR 401 and CR 402 intersection. JCG formed and poured rip rap on the slope of southwest corner at the Mustang Creek Tributary Bridge.

5/26/2023:JCG excavated the plug area in the middle of CR 401 south of the Mustang Creek Tributary Bridge. Subcontractor Texas Materials paved the plug area in the middle of CR 404 and the crossover at US 79.



Design Engineer: HNTB
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

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
12	3/1/2023	3/31/2023	31	$603,951.86	$7,794,012.64	$67,105.76	$866,001.40	64	77
13	4/1/2023	4/30/2023	30	$945,657.20	$8,739,669.84	-$406,018.78	$459,982.62	68	84
14	5/1/2023	5/31/2023	31	$1,082,327.54	$9,821,997.38	$56,964.61	$516,947.23	77	91

5/31/2023 Comments - Contractor continued forming and pouring concrete rip rap on the back slope on the E side of CR 401, completed paving base course on CR 401 N and S of the bridge and N of US 79, and placed the vault and began installing the COT water line metering station. The Contractor switched the traffic closure at the CR 401 and CR 402 intersection.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements 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 requested 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

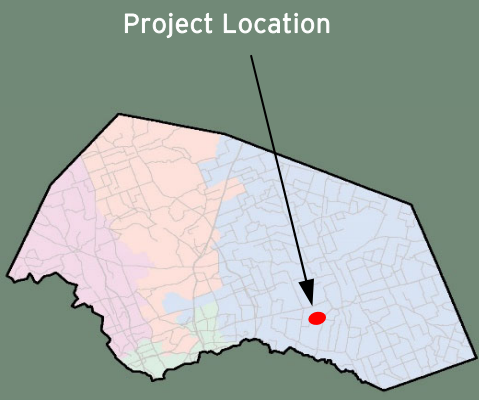
3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

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 Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Adjusted Price = $13,504,094.78





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



MAY 2023 IN REVIEW

5/5/2023: Chasco poured concrete for the safety end treatments. Subcontractor Aaron Construction poured concrete for the bridge rails on the Boggy Creek Tributary Bridge.

5/12/2023: Chasco continued removing bridge overhang forms on the Boggy Creek Tributary Bridge. Chasco placed forms and tied steel for riprap placement. Chasco continued hauling off topsoil from the project.

5/19/2023: Chasco continued removing bridge overhang forms on the Boggy Creek Tributary Bridge. Chasco continued hauling off topsoil from the project. Subcontractor Texas Materials applied prime and seal coat.

5/26/2023: Chasco completed removing bridge overhang forms on the Boggy Creek Tributary Bridge. Chasco continued hauling off topsoil from the project. Suncontractor Texas Materials began paving hot mix asphalt on the east side 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
7	3/1/2023	3/31/2023	31	$2,066,773.05	$6,303,835.67	$229,641.45	$700,426.19	62	55
8	4/1/2023	4/30/2023	30	$1,637,718.64	$7,941,554.31	-$282,449.65	$417,976.54	74	63

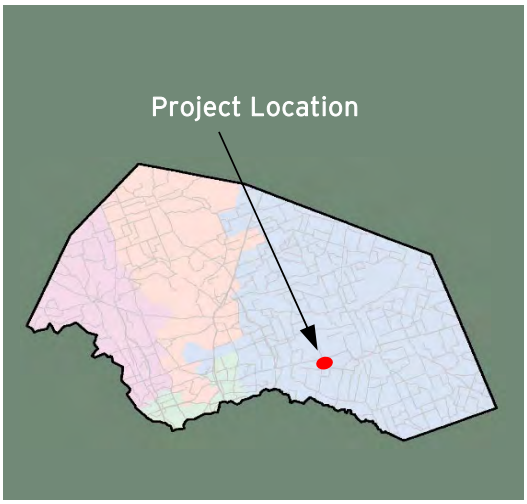
5/31/2023 Comments - Contractor began shouldering up the paving on the west end of the project, continued hauling off topsoil, completed placing grooves on the Boggy Creek Tributary Bridge and paved the first lift of hot mix asphalt throughout the project.

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 (TY 1) (S=5ft)(HW=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





East Wilco Highway (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: $82.9 Million



MAY 2023 IN REVIEW

5/5/2023: James Construction (JCG) poured abutment 1 of the Boggy Creek Bridge. Subcontractor Lone Star Paving primed and will pave asphalt in center median of US79.

5/12/2023: JCG continued pouring the bent caps for northbound FM 3349 Bridge and the southbound FM 3349 Bridge. Subcontractor Patin continued the 12" water line relocation at the Jug Handle and US 79 intersection.

5/19/2023: JCG continued forming and pouring bent caps for the Southbound FM 3349 Bridge and Abutment 18 of the Northbound FM 3349 Bridge. The contractor continued processing embankment and lime treatment at the Jug Handle.

5/26/2023: JCG continued processing embankment and flexible base at the Jug Handle. Subcontractor ESSI began small sign installation for the turnaround at US 79 and Jug Handle. Subcontractor Patin Construction continued installing the 24-inch steel casing at Southbound FM 3349.



Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (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	10/18/2022	11/25/2022	39	$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	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11
6	3/26/2023	4/25/2023	31	$1,419,905.85	$12,948,174.36	$0.00	$0.00	16	14
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,620,672.24	$0.00	$0.00	18	16

5/31/2023 Comments - Contractor continued processing embankment and flexible base at the Jug Handle, continued small sign installation and installation of steel casing and water line pipe. Contractor began installation of traffic signal components at the intersections of US 79 and Jug Handle.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

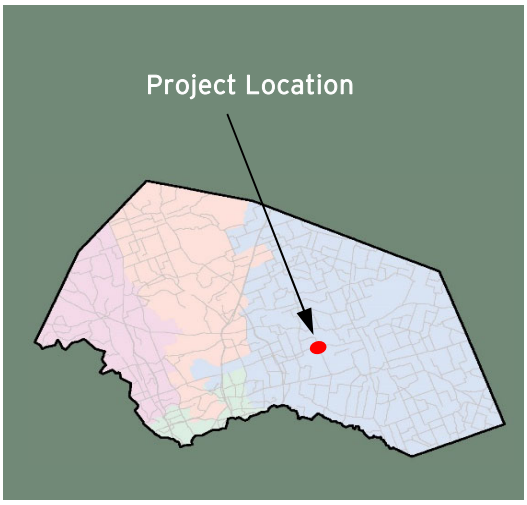
3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound 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

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

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.

Adjusted Price = $82,948,392.54





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



MAY 2023 IN REVIEW

5/5/2023: James Construction (JCG) continued lime treatment and processing subgrade along CR 366. JCG continued to process embankment at CR 366 and Carlos G. Parker Blvd.

5/12/2023: JCG began lime slurry treatment along CR 366. JCG continued to process embankment at CR 366 and Carlos G Parker Blvd.

5/19/2023: JCG continued lime slurry treatment along CR 366. JCG began processing embankment at CR 366 and Chandler Road. Subcontractor Patin began installing the water line for the City of Taylor and Jonah at CR 366 and CR 397.

5/26/2023: JCG continued lime slurry treatment and processing subgrade along CR 366. JCG began processing embankment at CR 366 and Chandler Road. Subcontractor Patin continued installing water lines for the City of Taylor and Jonah at CR 366 and CR 397.



Design Engineer: Garver
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

CR 366 (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138

Original Contract Price = $17,694,262.46

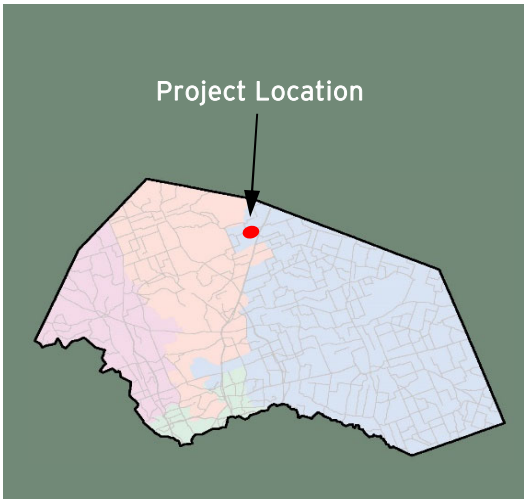
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515

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	4/1/2023	4/30/2023	30	$195,624.79	$1,601,193.47	$21,736.09	$177,910.39	10	22
4	5/1/2023	5/31/2023	31	$540,591.96	$2,141,785.43	$60,065.77	$237,976.16	13	28

5/31/2023 Comments - Contractor continued lime slurry treatment and mixing of lime stabilized material along CR 366, processed embankment, and continued installing water lines for the City of Taylor and Jonah.

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



MAY 2023 IN REVIEW

5/5/2023: Cash Construction continued hauling in and processing Type C embankment material. Cash continued excavating ditches and driveways. Cash began installing drainage pipe and replaced culvert A at Bud Stockton and FM 487.

5/12/2023: Cash Construction continued hauling in and processing Type C embankment material on the north end of project. Cash continued installing drainage items. Subcontractor TRP began installing signs and barricades for the upcoming road closure and detour on CR 305.

5/19/2023: Cash Construction continued hauling in and processing embankment material at the north end of project. Cash continued installing drainage lines. The contractor began the road closure on CR 305 and excavating to subgrade.

5/26/2023: Cash Construction continued processing flexible base from FM 487 intersection to CR 305. Cash began lime treating subgrade on CR 305.



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	16	$173,685.65	$173,685.65	$19,298.41	$19,298.41	3	9
2	3/1/2023	3/31/2023	31	$509,595.69	$683,281.34	$56,622.07	$75,920.48	13	27
3	4/1/2023	4/30/2023	30	$596,757.76	$1,280,039.10	$66,306.42	$142,226.90	24	44

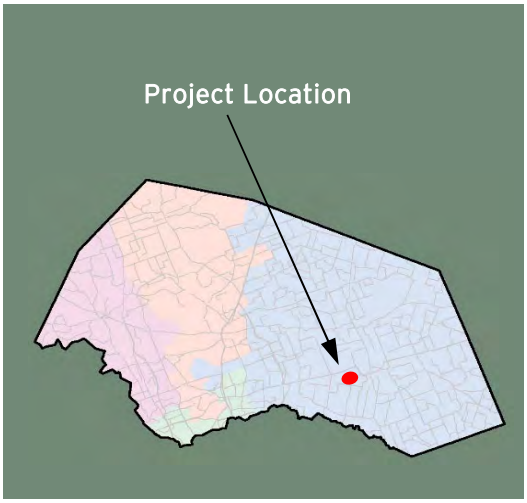
5/31/2023 Comments - Contractor continued processing flexible base from the FM 487 intersection to CR 305, completed lime treating subgrade on CR 305, and continued material haul off and excavation along FM 487.

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 finalized 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



MAY 2023 IN REVIEW

5/5/2023: Jordan Foster (JFC) lime treated subgrade on the northbound FM 973 widening. JFC continued processing subgrade on the east section of CR 404. The contractor continued setting drainage pipes at the driveways at the south end of the project. Subcontractor Flasher set permanent signs on West CR 404.

5/12/2023: JFC continued lime treating subgrade and began placing flexible base on the northbound FM 973 widening.

5/19/2023: JFC continued placing flexible base on the northbound FM 973 widening and CR 404 east. JFC placed flowable fill in the wedge tie-in at the south end of the project.

5/26/2023: JFC continued placing flexible base on the northbound FM 973 widening and CR 404 east. JFC placed flowable fill in the old cross drainage structure on the south side of the FM 973 and CR 404 intersection. The contractor lime treated the southbound widening of FM 973 just north of CR 404.



Design Engineer: HNTB
Contractor: Jordan Foster Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Project Name: CR 404 at FM 973
Project No. 23IFB6

Original Contract Price = $4,622,143.93

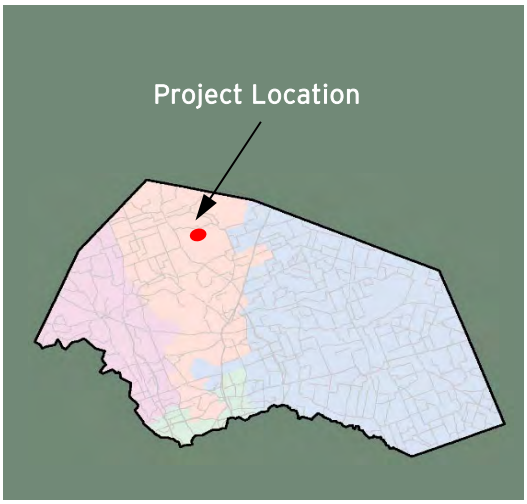
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/22/2022	12/6/2022	2/1/2023	2/10/2023				150		150

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	4/1/2023	4/30/2023	30	$601,756.01	$1,628,803.21	$66,861.78	$180,978.14	39	53

5/31/2023	Comments -	Contractor completed placing flexible base on the northbound FM 973 widening and south side of CR 404 east of FM 973. The Contractor shifted traffic on CR 404 E of FM 973 and started subgrade excavation; they also began grading the slopes of the northbound widening throughout the project.

Adjusted Price = $4,622,143.93





CR 307 and CR 305
(CR 307 North of CR 305)

Project Length: 0.75 Miles
Roadway Classification: Rural Local

Project Schedule: Spring 2023 - Summer 2023
Estimated Construction Cost: $2.8 Million



MAY 2023 IN REVIEW

5/5/2023: Joe Bland Construction continued excavation of ditches and cut areas for proposed roadway along CR 307 and began embankment operation in fill areas.

5/12/2023: Joe Bland Construction continued excavation of ditches and cut areas for proposed roadway along CR 307 and continued embankment operation in fill areas. JBC began removing topsoil and potholed to locate existing utilities along CR 305.

5/19/2023: Joe Bland Construction continued removing topsoil and potholing to locate existing utilities along CR 305. JBC continued excavation of ditches and cut areas and began embankment operations in fill areas for proposed roadway along CR 307.

5/26/2023: Joe Bland Construction began lime treating subgrade on CR 307.



Design Engineer: K.C. Engineering
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

CR 307 and CR 305
Project No. 23IFB34

Original Contract Price = $2,796,832.80

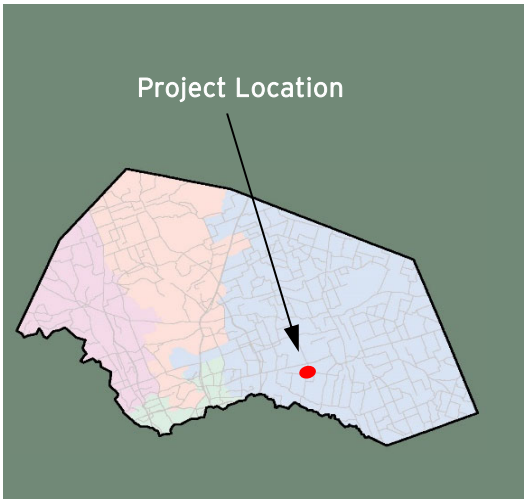
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/22/2023	3/7/2023	4/7/2023	4/17/2023				120		120

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	13	$105,372.90	$105,372.90	$11,708.10	$11,708.10	4	11

5/31/2023 Comments - Contractor continued lime treating subgrade on CR 307 and began hauling in and processing flexible base on CR 307.

Adjusted Price = $2,796,832.80





Samsung Highway (CR 404 Realignment)
(CR 404 to FM 3349)

Project Length: 0.942 Miles
Roadway Classification: Urban Major Collector

Project Schedule: Spring 2023 - Summer 2024
Estimated Construction Cost: $5.1 Million



MAY 2023 IN REVIEW

5/5/2023: Capital Excavation began stripping topsoil on the west end of the project. Fuquay continued installing silt fence along the right-of-way throughout the project.

5/12/2023: Capital Excavation continued stripping topsoil on the west end of the project. Fuquay continued installing silt fence along the right-of-way throughout the project.

5/19/2023: Capital Excavation continued stripping and stockpiling topsoil on the west end of the project.

5/26/2023: Capital Excavation continued stripping and stockpiling topsoil and started roadway and ditch excavation throughout the project.



Design Engineer: RPS
Contractor: Capital Excavation Company
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)
Project No. 23IFB33

Original Contract Price = $5,139,487.45

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
2/15/2023	2/28/2023	4/12/2023	4/24/2023			312		312

5/31/2023 Comments - Contractor continued stripping and stockpiling topsoil, and started roadway and ditch excavation.

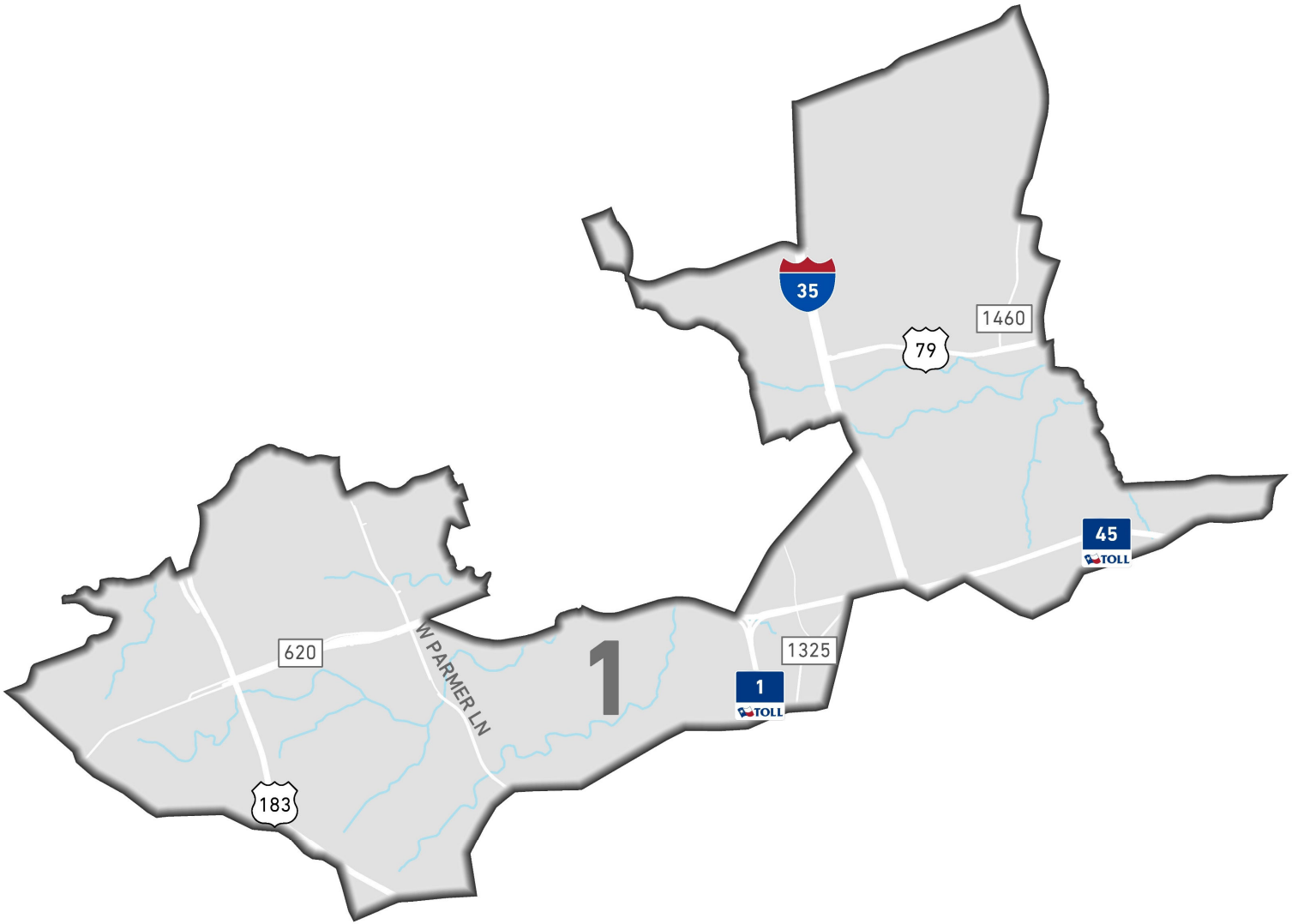
Adjusted Price = $5,139,487.45

Williamson County Commissioners Court

Road Bond Program

June 27, 2023

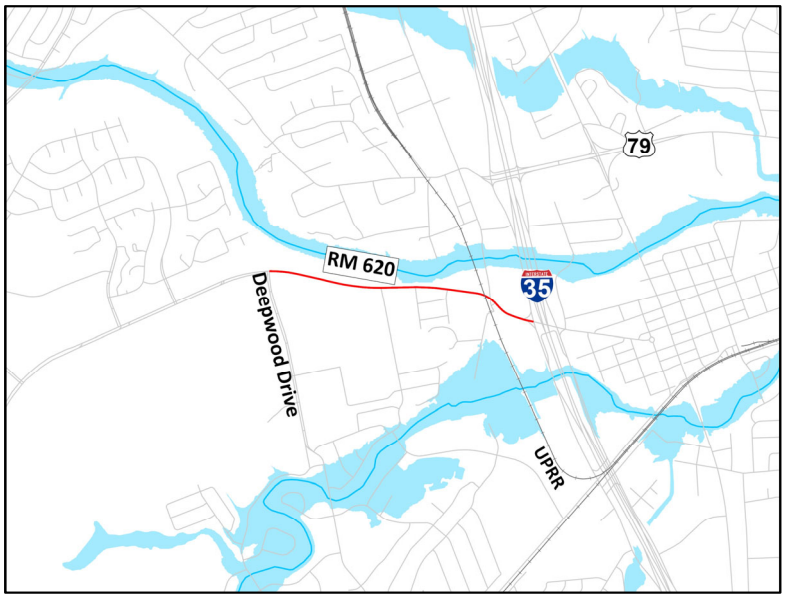
Precinct 1



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)

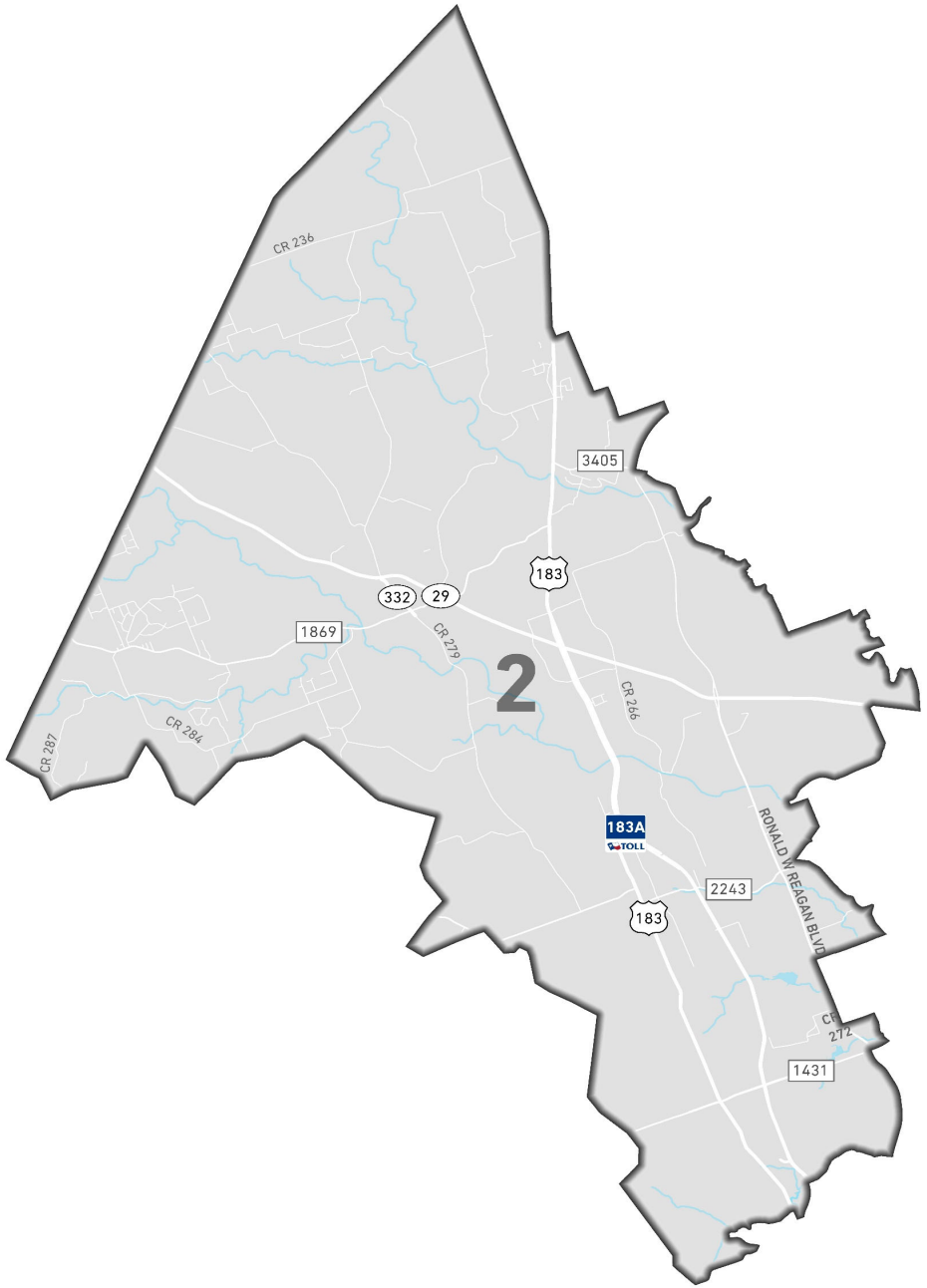


RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



WILLIAMSON COUNTY
1848

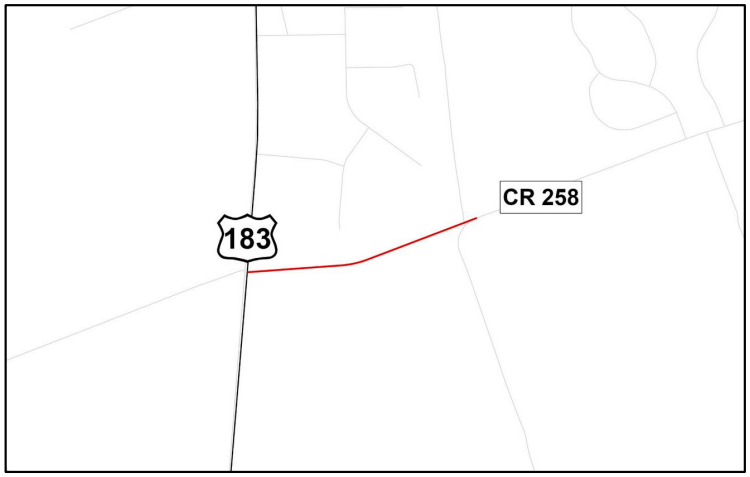
Precinct 2



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 = $2,064,359.81 (33%)

CR 258 Extension



CR 258 Extension



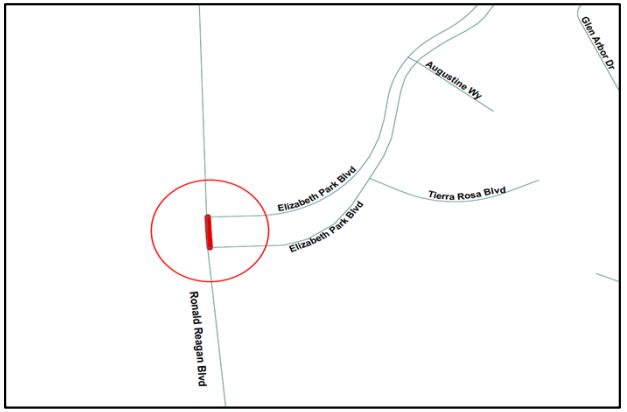
CR 258 Extension



Ronald Reagan at Elizabeth Park
Temporary Signals

Anticipated Completion

Fall 2023



Original Contract Price = $215,902.22

Total Change Orders to Date = $28,245.75

Adjusted Contract Price = $ 245,147.97

Expenditures to Date = $105,566.20 (43%)

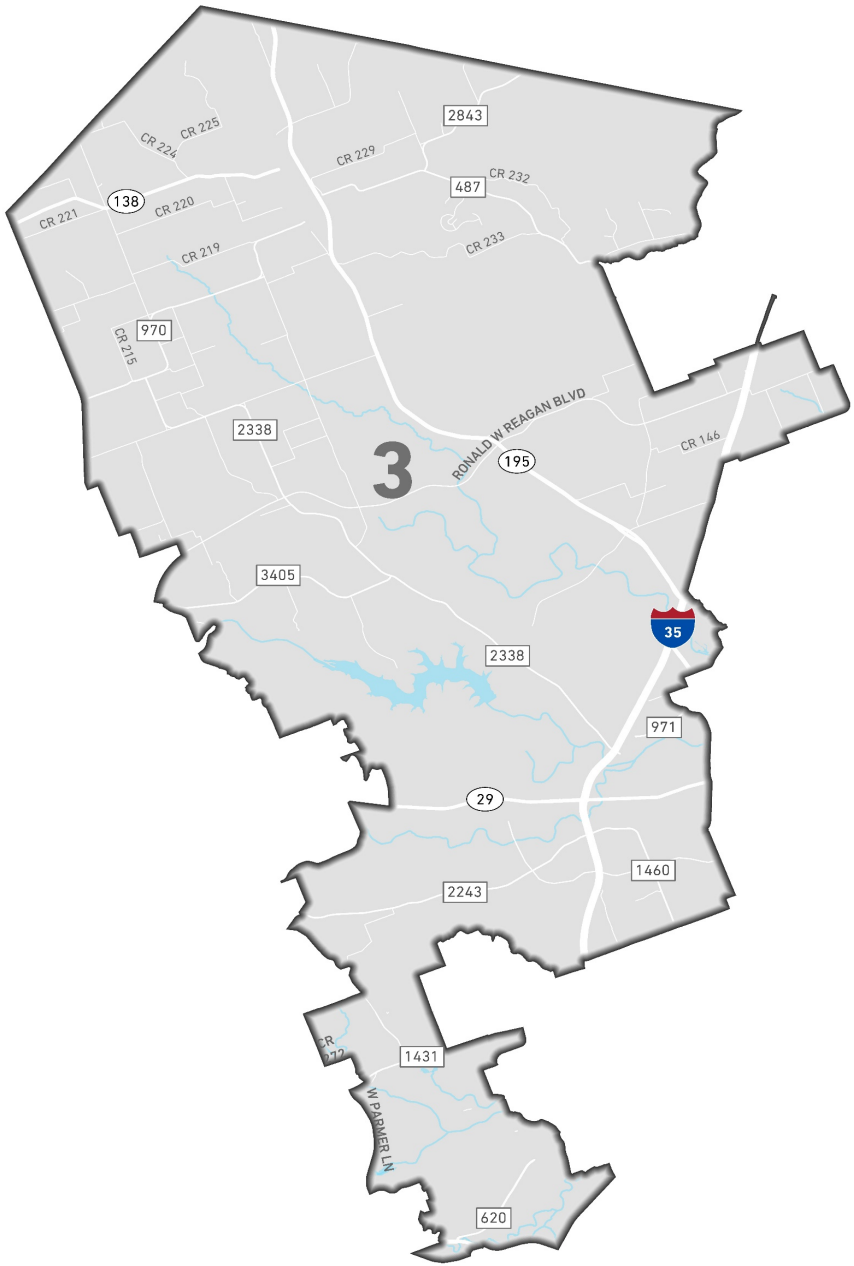
Ronald Reagan at Elizabeth Park
Temporary Signals



Ronald Reagan at Elizabeth Park
Temporary Signals



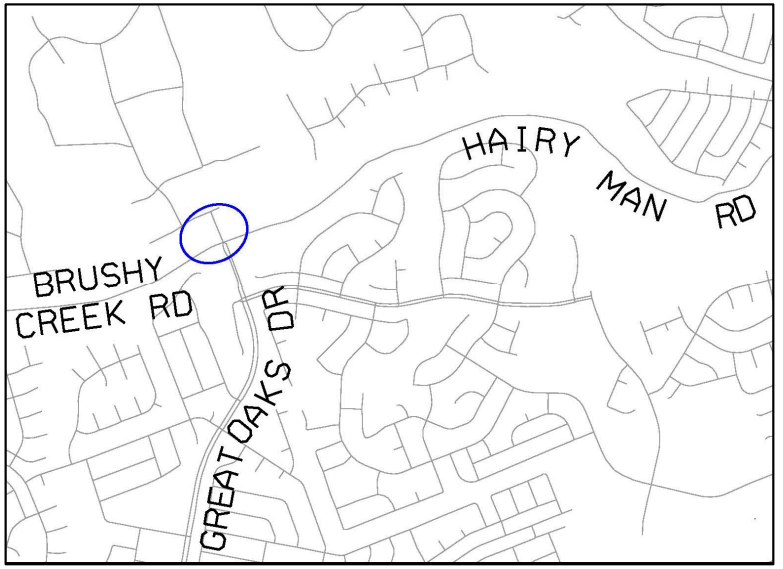
Precinct 3


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

Summer 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $172,301.30

Adjusted Contract Price = $10,752,935.41

Expenditures to Date = $8,706,010.67 (81%)

Great Oaks Bridge at Brushy Creek



Great Oaks Bridge at Brushy Creek



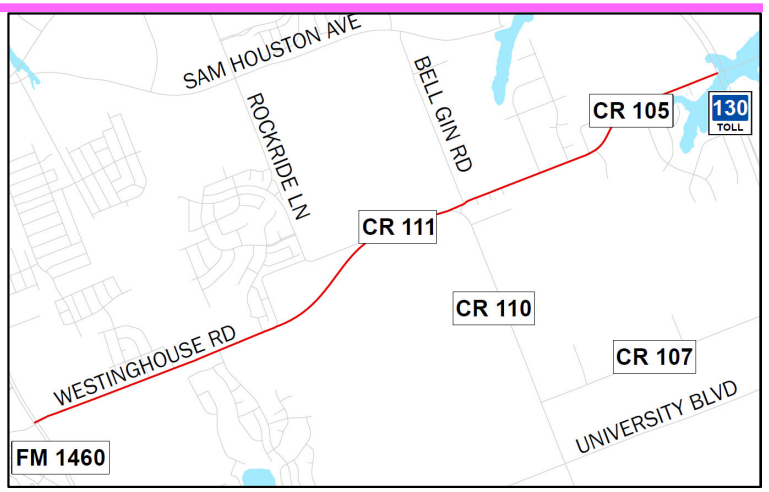
Great Oaks Bridge at Brushy Creek



CR 111 Westinghouse Road

Anticipated Completion

Spring 2024



Original Contract Price = $21,024,332.88

Total Change Orders to Date = $1,099,708.30

Adjusted Contract Price = $22,124,041.18

Expenditures to Date = $14,419,961.23 (65%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road



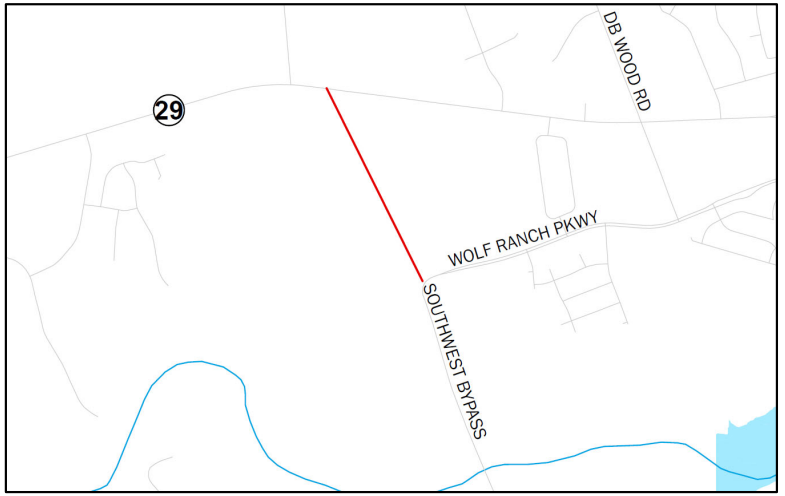
CR 111 Westinghouse Road



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 = $3,252,999.45 (76%)

Southwest Bypass Extension



Southwest Bypass Extension



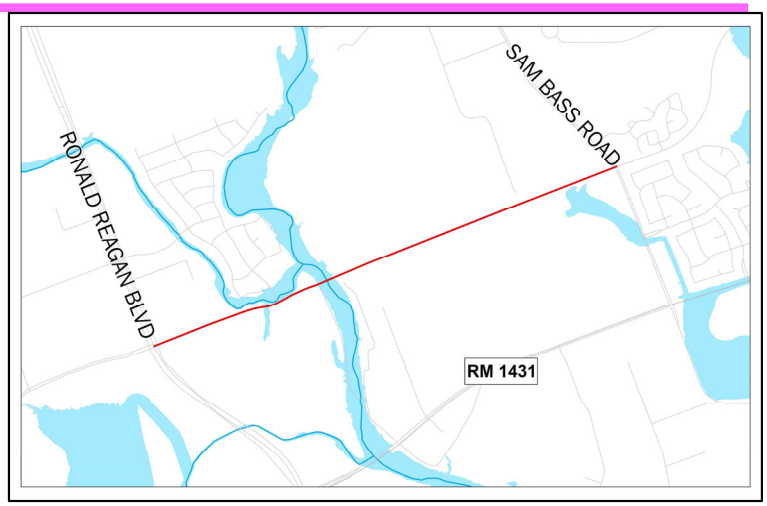
Southwest Bypass Extension



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



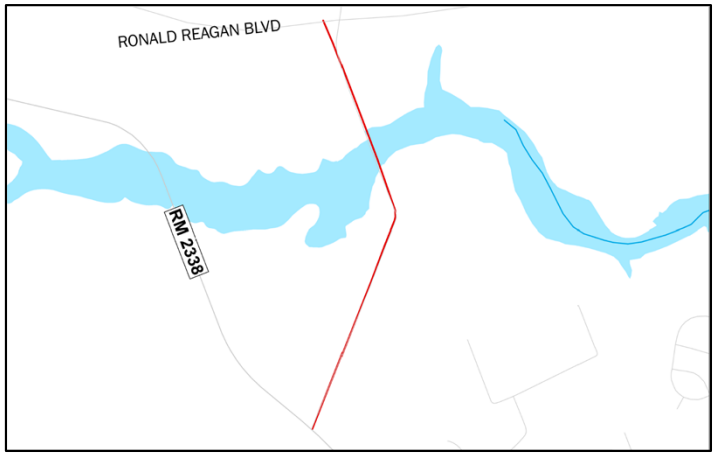
New Hope Drive Phase 2A



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 = $975,061.78 (14%)

CR 245 Reconstruction



CR 245 Reconstruction



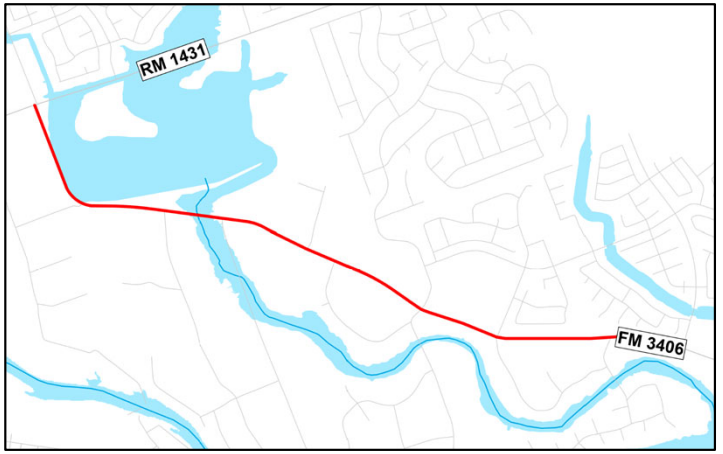
CR 245 Reconstruction



Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025



Original Contract Price = $36,145,959.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $36,145,959.00

Expenditures to Date = $23,439.50 (0%)

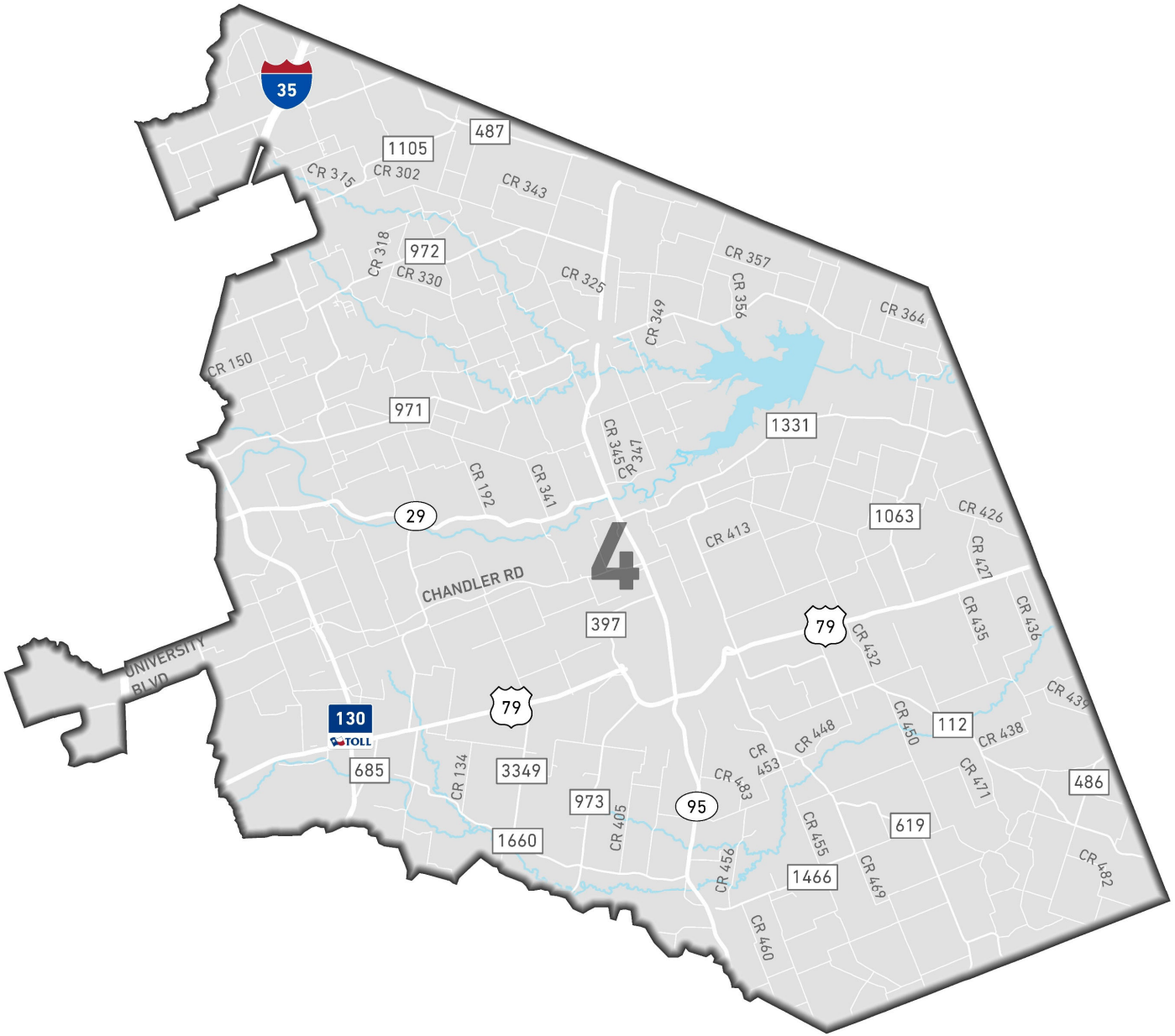
Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)



Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)



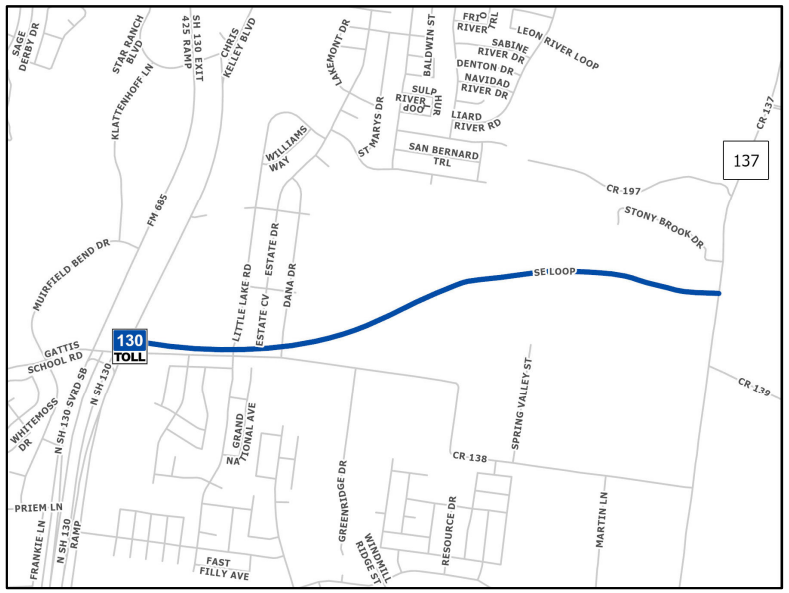
Precinct 4


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

East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Summer 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $555,757.32

Adjusted Contract Price = $12,082,546.41

Expenditures to Date = $10,687,329.95 (89%)

East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)



East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)



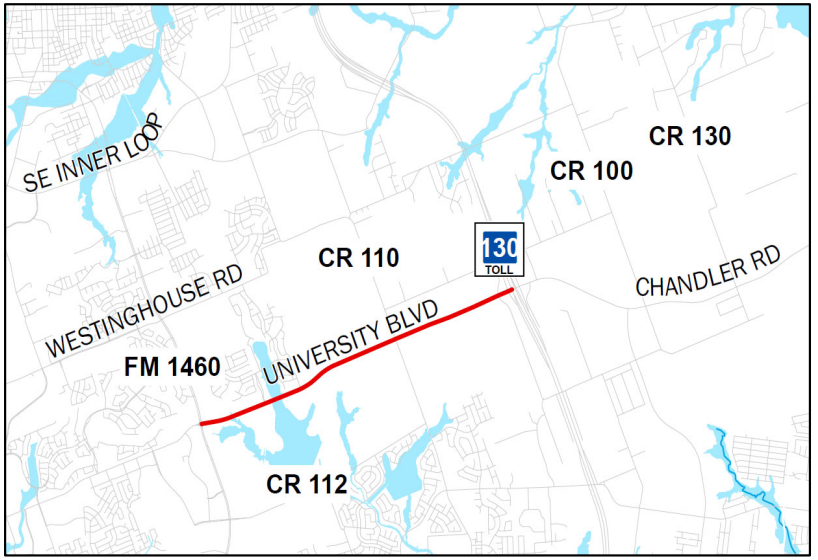
East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)



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

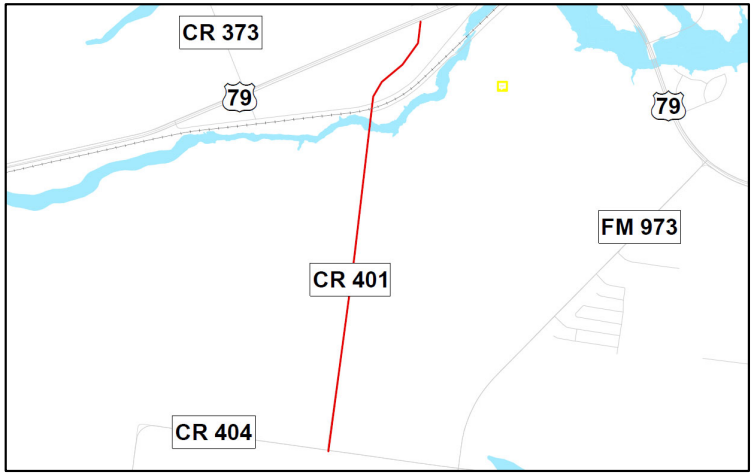
University Boulevard Expansion (Chandler Road)



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 = $10,338,944.61 (77%)

CR 401 Reconstruction



CR 401 Reconstruction



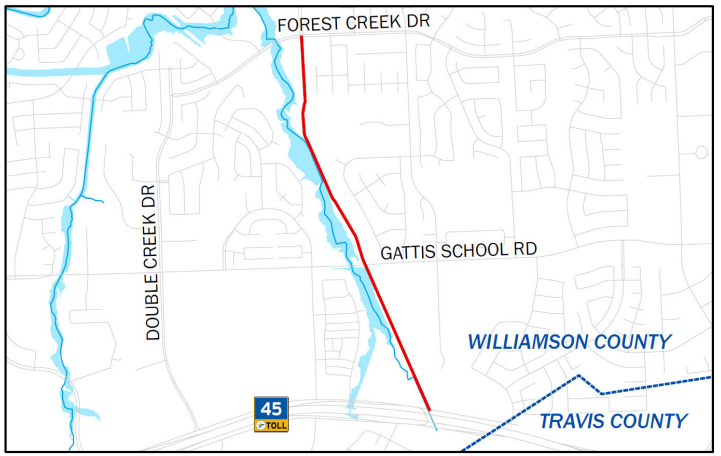
CR 401 Reconstruction



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)



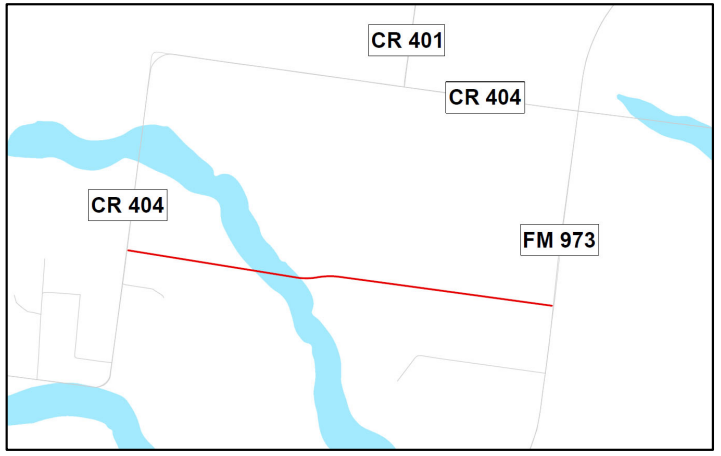
Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



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 = $8,359,530.85 (74%)

Samsung Highway (Future County Road) (CR 404 to FM 973)



Samsung Highway (Future County Road) (CR 404 to FM 973)



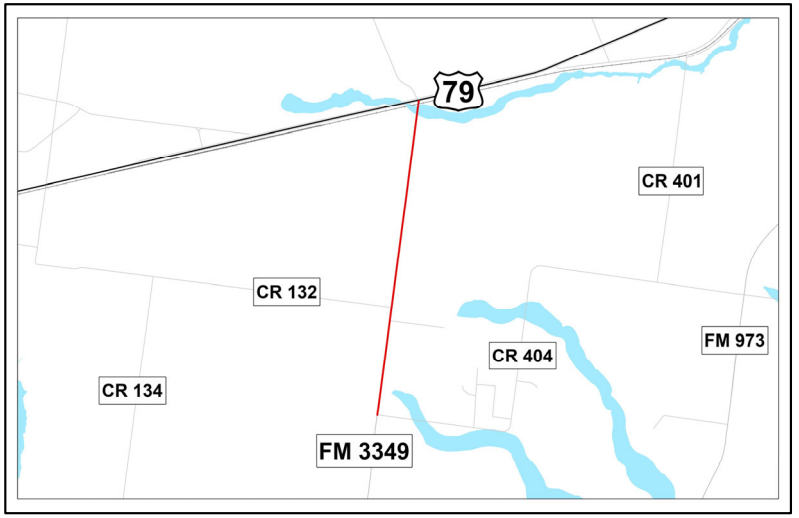
Samsung Highway (Future County Road) (CR 404 to FM 973)



East Wilco Highway 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 = $1,007,354.41

Adjusted Contract Price = $ 82,948,392.54

Expenditures to Date = $14,654,225.24 (18%)

East Wilco Highway (FM 3349 / US 79) Interchange (US 79 to CR 404)



East Wilco Highway (FM 3349 / US 79) Interchange (US 79 to CR 404)



East Wilco Highway (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 = $2,379,761.59 (13%)

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 = $1,809,782.06 (39%)

CR 404 and FM 973 Improvements



CR 404 and FM 973 Improvements



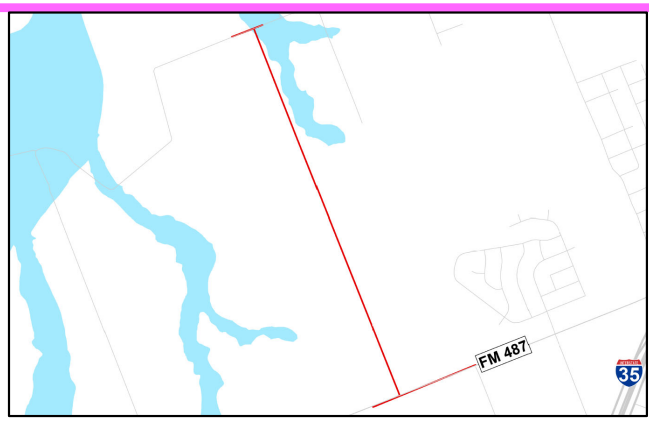
CR 404 and FM 973 Improvements



Bud Stockton Extension (CR 305 to FM 487)

Anticipated Completion

Fall 2023



Original Contract Amount = $5,917,275.00

Total Change Orders = $35,830.59

Adjusted Contract Price = $ 5,953,105.59

Expenditures to Date = $1,422,269.00 (24%)

Bud Stockton Extension
(CR 305 to FM 487)



Bud Stockton Extension
(CR 305 to FM 487)



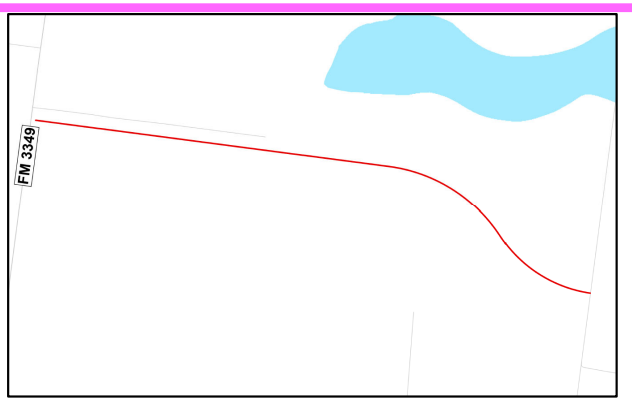
Bud Stockton Extension
(CR 305 to FM 487)



Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)

Anticipated Completion

Early 2024



Original Contract Amount = $5,139,487.45

Total Change Orders = $0.00

Adjusted Contract Price = $5,139,487.45

Expenditures to Date = $0.00 (0%)

Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)



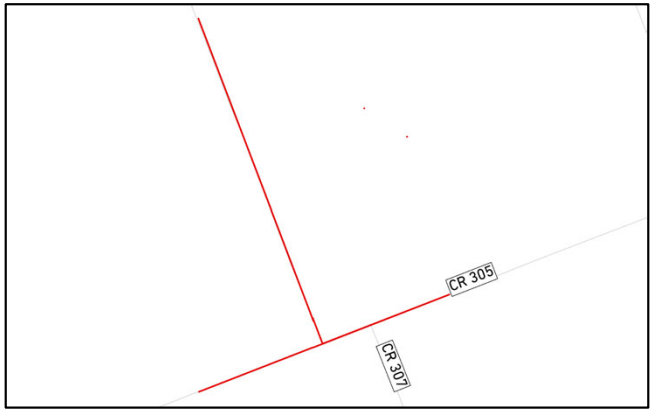
Samsung Highway (CR 404 Realignment)
(FM 3349 to CR 404)



CR 307 Reconstruction (CR 307 North of CR 305)

Anticipated Completion

Summer 2023



Original Contract Amount = $2,796,832.80

Total Change Orders = $0.00

Adjusted Contract Price = $2,796,832.80

Expenditures to Date = $117,081.00 (4%)

CR 307 Reconstruction
(CR 307 North of CR 305)



CR 307 Reconstruction
(CR 307 North of CR 305)



CR 307 Reconstruction
(CR 307 North of CR 305)



Commissioners Court - Regular Session **92.**

Meeting Date: 06/27/2023

CR 258 Extension ASI PSA Supplemental #2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the CR 258 Extension contract between Williamson County and American Structurepoint, Inc. relating to the 2013 Road Bond Program.
Project: P277 Fund Source: Road Bonds

Background

American Structurepoint, Inc. (ASI) Contract Amendment No. 2 increases the Master Contract compensation cap by $75,000.00 from $700,000.00 to $775,000.00. This will allow for the execution of Supplemental #1 to Work Authorization #2 in the amount of $67,400.00 for the Liberty Hill Independent School District (LHISD) turn lanes and driveway change order plan submittal and the TCEQ CZP submittal. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR258Ext-ASI-PSAAmendment02

CR258Ext-ASI-WA02Supp01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:41 AM
Form Started By: Marie Walters		Started On: 06/22/2023 09:56 AM
Final Approval Date: 06/22/2023		

CONTRACT AMENDMENT NO. __2__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: CR258 Extension ("Project")

THIS CONTRACT AMENDMENT NO. __2__ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _American Structurepoint__ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective _July_16_, 2019__ (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $__700,000__; 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 $__700,000__ to $_775,000_.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Paul McIlree	_____
Printed Name	Printed Name
Principal	_____
Title	Title
6/21/2023	_____
Date	Date

APPROVED
By Christen Eschberger at 7:50 pm, Jun 21, 2023

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 2
PROJECT: CR258 Extension

This Supplemental Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16 , 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective October 31, 2022 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attachment revised Attachment "B-1".

II. The maximum amount payable for services under the Work Authorization is hereby increased by $67,400.00 from $29,888.00 to $97,288.00. The revised Fee Schedule is attached hereto as Attachment "D-1".

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

EXECUTED this_____

ENGINEER:	COUNTY:
American Structurepoint, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Paul McIlree, PE	Bill Gravell Jr.
Printed Name	Printed Name
Principal	Williamson County Judge
Title	Title

APPROVED
By Christen Eschberger at 7:52 pm, Jun 21, 2023

LIST OF ATTACHMENTS

Attachment B-1 - Services to be provided by Engineer

Attachment C-1 - Work Schedule

Attachment D-1 - Fee Schedule

ATTACHMENT B-1
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
CR 258 Extension SWA#1 to WA#2

Additional work to revise plan sheets to incorporate turn lanes and driveway to the proposed Liberty Hill Independent School District (LHISD) school into the current roadway and drainage design during construction phase of the project. Incidental engineering services will be submitting a Contributing Zone Plan Exception with TCEQ, preparing roadway design, hydraulic and hydrologic engineering services for a Draft and Final Design submittal.

1. PROJECT MANAGEMENT AND ADMINISTRATION

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

a. Coordination with LHISD or property owners
b. Monthly progress reports (assume 1 month)
   - Submit monthly progress status reports to the GEC on ProjectWise that will include: tasks completed, tasks anticipated in subsequent month, items needed from the County or its representatives.
c. Coordinate with project team

Quality assurance and quality control (QA/QC)

a. Perform QAQC on all deliverables and submittal documents. Submit QAQC documents

Deliverables

a. Monthly Invoices and Progress Reports
b. QA/QC documents

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 and construction time determination. The Engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at Draft and Final Design.

Roadway Design

A. Updated Quantity Sheets

Revise quantities sheets.

B. Revised Roadway Typical Section and Plan

- Pavement edges for turn lanes and driveways
- Lane and pavement widths
- Direction of travel flow
- Drawing scale will be 1”=100’
- ROW lines and easements
- Begin and end superelevation transitions and cross slope changes
- Limits of rip-rap

- Utilities and structures

C. LHSID Side Street

The Engineer will provide side street layout and profile sheet detailing pavement design and drainage design for one driveway.

D. Cross Sections and Earthwork

The Engineer will revise the cross sections every 50' to include the turn lane for the limits of the turn lane. Earthwork will be recalculated with the addition of the turn lane and modified cross sections. Earthwork table and quantities will be modified and provided.

E. Water Quality

Complete and submit a Contributing Zone Plan Exception to TCEQ

- Update forms and attachments impacted by project improvements (project description, total disturbed area, etc.)
- Submit and pay fee ($500) (Note: included in Engineer's Other Direct Expenses)

F. Estimate and Summary of Quantities

Revise estimate and bid form documents to include the added turn lane.

Drainage Design

The hydrology and hydraulics calculations will have the following for one modified culvert:

A. Culvert Hydraulics

The hydraulic calculations will have the following:

- Determine flows for cross culvert drainage systems.
- Analyze the sizing of the drainage crossing. The extending cross culvert.
- Analyze the design that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the County's Hydraulic Design Manual, District criteria and any specific guidance provided by the County. Cross drainage design will be performed using HY-8, HEC RAS
- Design discharges, Flow per barrel, barrel slope, and Manning n-value
- Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
- Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.

B. Hydraulic Data Sheets

The Engineer will revise the Hydraulic Data Sheets.

C. Culvert Layout Sheets

The Engineer will revise the culvert plan/profile sheets for one (1) cross culverts.

D. Drainage Impact Study

The Engineer will provide an addendum memo providing information and analysis that all improvements will not have any adverse impact to the creek existing conditions.

E. Estimate and Summary of Quantities

Revise quantities and bid documents to include the added turn lane.

Signing and Pavement Markings

The Engineer perform the following tasks:

A. Revise the Signing and Pavement Markings Sheet

Design to establish required pavement markings, markers, and signing;

Develop the various plans and details required for plan sheets, including details/labels indicating status/disposition of proposed small signs

B. Revise the Estimate and Summary of Quantities

Revise quantities and bid documents to include the added turn lane.

Stormwater Pollution Prevention Plan

The Engineer will Revise the SW3P sheets.

A. SW3P Sheet

The Engineer will Revise the SW3P. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

B. Temporary Erosion Control Layouts

The Engineer will revise the Temporary Erosion Control Layouts (1"=100').

C. Permanent Erosion Control Layouts

The Engineer will revise the Permanent Erosion Control Layouts (1"=100').

D. Environmental Permits Issues and Commitments (EPIC) Sheets

The Engineer will complete the latest version of the EPIC sheets per information provided by the County. These sheets must be signed, sealed, and dated by the Engineer as indicated in signature block. The final sheets must be submitted for the County's signature.

E. SW3P Quantity Sheet

Revise the quantity sheets

Deliverables:

In conjunction with the performance of the foregoing services, the Engineer will provide the following draft and final documents and associated electronic files:

- CZP Exception Plan
- 100% and Final Change Order Plans on 11" x 17" pdf submitted through ProjectWise
- 100% and Final Engineers Cost Estimate for the Change Order Plans
- Design Waiver – shoulder width
- CADD Files

ASSUMPTIONS and EXCLUSIONS

The proposed scope of services is based on the following assumptions:

1. Utility Coordination: The County and its representatives will identify utilities and utility easements, perform utility coordination, utility relocations, and obtaining SUE information.

ATTACHMENT C-1
WORK SCHEDULE
PROJECT: CR 258 EXTENSION

CR 258 Extension – LHSID Turn Lane Submittals

- Change Order Plans Submittal including TCEQ Submittal 6/30/2023
- GEC Review 7/10/2023
- Final Change Order Plans Submittal 7/15/2023
- Submit CZP Exception to TCEQ 7/15/2023
- TCEQ CZP Exception Approval 8/29/2023 – 10/13/2023

ATTACHMENT D-1: ESTIMATED FEE SUMMARY
WILLIAMSON COUNTY
CR258 EXTENSION SWA#4 to WA#1

Task	Sheets	Principal	QA/QC	PM	Sr Proj Eng	Proj Eng	Tech	EIT	Total Hours	Total Labor
		$265.00	$260.00	$200.00	$180.00	$140.00	$95.00	$110.00		
1. Project Management and Administration		**0**	**15**	**12**	**0**	**12**	**0**	**0**	**39**	**$ 7,980.00**
a. Project Admin				12		12			24	$ 4,080.00
b. QAQC			15						15	$ 3,900.00
2. PLAN PREPARATION (PS&E) SERVICES		**0**	**0**	**42**	**0**	**54**	**108**	**170**	**492**	**$ 58,920.00**
Roadway		0	0	16	0	18	16	60	110	$ 13,840.00
Typical Section	1					2		4	6	$ 720.00
Roadway Plan	1			2		4	8	8	22	$ 2,600.00
Side Street Layout and Culvert	1			2		2	8	8	20	$ 2,320.00
Cross Sections and Earthwork	DGN			8		8		24	40	$ 5,360.00
Estimate and Summary of Quantities	2			4		2		16	22	$ 2,840.00
Water Quality		0	0	8	0	30	40	40	118	$ 14,000.00
Contributing Zone Plan Excpetion and TCEQ coordination				8		30	40	40	118	$ 14,000.00
Drainage		0	0	10	0	16	40	48	114	$ 13,320.00
Hyrology and Hydraulics	1			4		4	16	16	40	$ 4,640.00
Culvert Plan and Profile	1			4		8	24	24	60	$ 6,840.00
Estimate and Summary of Quantities	1			2		4		8	14	$ 1,840.00
Signing and Pavement Markings		0	0	6	0	8	16	24	54	$ 6,480.00
Signing and Pavement Markings Plan Sheet	1			4		4	16	16	40	$ 4,640.00
Estimate and Summary of Quantities	1			2		4		8	14	$ 1,840.00
Stromwater Pollution Prevention Plan		0	0	10	0	12	36	38	96	$ 11,280.00
SW3P Sheet	1						2	2	4	$ 410.00
EPIC							2	2	4	$ 410.00
Temporary SW3P Sheet				4		4	16	16	40	$ 4,640.00
Temporary SW3P Sheet				4		4	16	16	40	$ 4,640.00
Estimate and Summary of Quantities				2		4		2	8	$ 1,180.00
SUBCONSULTANTS										
Total ASI Direct Labor Hours		0	15	54	0	66	108	170	531	
Percent of Total Hours		0.0%	2.8%	10.2%	0.0%	12.4%	20.3%	32.0%		
Total ASI Direct Labor (PS&E) Cost										$ 66,900.00
Total ASI Other Direct Expenses Cost										$ 500.00
Total Subconsultants Cost										$ -
TOTAL PROJECT COST										**$ 67,400.00**

Meeting Date: 06/27/2023

23IFB8 Corridor H Sam Bass Rd - Change Order #1 (Earth Work and BCMUD)

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 ($2,394,078.12) for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

Background

This Change Order revises the project earthwork quantities, BCMUD water line items, and some driveway quantities. After the bid was opened, the Engineer of Record revised the quantity of embankment and excavation required on the project. Item 110-6001 roadway excavation was reduced by more than 25%, which entitled the contractor to renegotiate the unit price. The BCMUD 100% plan set was provided after the project was bid. The new plan sheets revised item quantities as shown in the attached Change Order. Discrepancies between the ROW plans and the existing site conditions required the modification of driveways 42, 43, 44, 45, and 47 to either keep them within the ROW or properly connect them to the residence/roadway.

This Change Order results in a net decrease of $2,394,078.12 to the Contract amount, for an adjusted Contract total of $33,751,880.88. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,394,078.12 has been deducted from the Contract, resulting in a 6.62% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB8-Corridor H_CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:41 AM
Form Started By: Julissa Vasquez		Started On: 06/21/2023 09:30 AM
Final Approval Date: 06/22/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Cash Construction**

2. Change Order Work Limits: Sta. **255+21.02** to Sta. **391+30.84**

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:	***Corridor H - Sam Bass Rd.***
Roadway:	***Sam Bass Rd.***
CSJ Number:	***23IFB8***

5. Describe the work being revised:

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

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 6/13/23

By

Typed/Printed Name MATTHEW GENTRY

Typed/Printed Title C.M.

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($2,394,078.12)**

RECOMMENDED FOR EXECUTION:

Project Manager — 6/15/2023 Date

N/A
Design Engineer Date

Christen Eichberger — 6/15/2023
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: ***1*** ***Project #*** ***Corridor H - Sam Bass Rd.***

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
104-6017	REMOVING CONC (DRIVEWAYS)	SY	$17.00	1,802	$30,634.00	45	1,847.00	$31,399.00	$765.00
110-6001	EXCAVATION (ROADWAY)	CY	$22.90	209,009	$4,786,306.10	(209,009)	0.00	$0.00	($4,786,306.10)
110-6001	EXCAVATION (ROADWAY)	CY	$24.90	0	$0.00	106,693	106,693.00	$2,656,655.70	$2,656,655.70
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$21.00	16,593	$348,453.00	(7,504)	9,089.00	$190,869.00	($157,584.00)
132-6025	EMBANKMENT (FINAL)(DENS CONT)(TY C1)	CY	$32.00	6,118	$195,776.00	(2,847)	3,271.00	$104,672.00	($91,104.00)
530-6004	DRIVEWAYS (CONC)	SY	$43.00	1,773	$76,239.00	51	1,824.00	$78,432.00	$2,193.00
530-6005	DRIVEWAYS (ACP)	SY	$72.00	3,582	$257,904.00	(72)	3,510.00	$252,720.00	($5,184.00)
509	Trench Safety Systems	LF	$0.50	8,151	$4,075.50	(107)	8,044.00	$4,022.00	($53.50)
510	Pipe (12") Ductile Iron (All Depths)	LF	$136.00	5,131	$697,816.00	89	5,220.00	$709,920.00	$12,104.00
510	12" tee 8" tie in	EA	$1,370.00	2	$2,740.00	(1)	1.00	$1,370.00	($1,370.00)
510	12" tee 12" tie in	EA	$1,650.00	2	$3,300.00	1	3.00	$4,950.00	$1,650.00
510	Ductile Iron Fittings	TON	$39,000.00	4.8300	$188,370.00	(0.3345)	4.4955	$175,324.50	($13,045.50)
510	Removal of Ductile Iron Pipe	LF	$25.00	152	$3,800.00	40	192.00	$4,800.00	$1,000.00
511	1" Combination Air Valve	EA	$4,320.00	1	$4,320.00	(1)	0.00	$0.00	($4,320.00)
511	1/2" Combination Air Valve	EA	$3,800.00	1	$3,800.00	(1)	0.00	$0.00	($3,800.00)
511	2" Combination Air Valve	EA	$8,808.64	0	$0.00	2	2.00	$17,617.28	$17,617.28
A300	Connection to Existing AC Pipe, Including Capping of Remaining AC Pipe (12")	EA	$6,800.00	6	$40,800.00	1	7.00	$47,600.00	$6,800.00
A300	Removal and Abatement of AC Pipe (12")	LF	$38.00	4,953	$188,214.00	(792)	4,161.00	$158,118.00	($30,096.00)
TOTALS					$6,832,547.60			$4,438,469.48	($2,394,078.12)

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

Corridor H – Sam Bass Road
Williamson County Project No. 23IFB8

Change Order No. 1

Reason for Change

This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract. The same item number 110-6001 is used to adjust the price for this reduction in quantity.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
110-6001	EXCAVATION (ROADWAY)	106,693	CY
511	2” Combination Air Valve	2	EA

This Change Order results in a net decrease of $2,394,078.12 to the Contract amount, for an adjusted Contract total of $33,751,880.88. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,394,078.12 has been deducted from the Contract, resulting in a 6.62% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

To: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Subject: RE: 23IFB8-Corridor H - Sam Bass Road- Excavation and Embankment Quantities

Oscar – we would need to increase the unit price for each item by $2.00 to make it work for us. The revised unit prices would need to be as follows:

Item 10 $24.90
Item 11 $23.00
Item 12 $34.00

Hope this work for all so you don't have to rebid.

Thanks,

Trey Dickehut
Vice President of Estimating

p: 512.251.7872 | **m:** 512.748.7023
e: trey.dickehut@cashconstruction.com
a: 217 Kingston Lacy Blvd. | Pflugerville, Texas 78660

www.cashconstruction.com | *Build with Excellence*

From: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Sent: Tuesday, January 10, 2023 1:10 PM
To: Trey Dickehut <trey.dickehut@cashconstruction.com>
Cc: Christen Eschberger <ceschberger@HNTB.com>; 70326_CorridorH_SamBass <SamBass_P456@hntb.com>
Subject: [External] 23IFB8-Corridor H - Sam Bass Road- Excavation and Embankment Quantities

This Message Is From an External Sender
This message came from outside your organization.

Hi Trey,

Thanks for taking my call, as discussed the EOR discovered errors on the excavation and embankment items. The revised quantities are shown below, can you please check if Cash Construction can keep the bid prices in spite of the quantity revisions?

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	REVISED QUANTITY	Delta
10	110 6001	EXCAVATION (ROADWAY)	209.009	CY	106.693	-102.316
11	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	16.693	CY	9.098	-7.496
12	132 6025	EMBANKMENT (FINAL)(DENS CONT)(TY C1)	6.118	CY	3.271	-2.847

The contract went to the Board today for approval and we would like to iron out this wrinkle in advance of the final contract execution.

Thanks!

BREAKDOWN WORKSHEET
Item: CPR #1 - (item #1)
Date: 3/15/2023

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	0	HR	$62.00	$0.00			
Forman (1)	0	HR	$51.00	$0.00			
Laborer (2)	0	HR	$26.00	$0.00			
Operator (3)	0	HR	$32.00	$0.00			
Pipe Layer (2)	0	HR	$28.00	$0.00			
Subtotal				$0.00			
MATERIAL							
ARV	2	EA	$6,691.56		$13,383.12		
Gravel	0	TNS	$25.50		$0.00		
Concrete	0	CY	$170.00		$0.00		
Subtotal					$13,383.12	-5206.39 = 8176.73	
EQUIPMENT							
CAT 322	0	HR	$74.40			$0.00	
CAT 320	0	HR	$126.55			$0.00	
CAT 928G	0	HR	$71.78			$0.00	
Foreman Truck	0	HR	$24.13			$0.00	
Subtotal						$0.00	
SUB							
		LS					$0.00
Subtotal					8176.73		$0.00
Subtotals				$0.00	$13,383.12	$0.00	$0.00
Burden on Direct Labor - 55%				$0.00			
Direct Labor - (5%OH +15%P)				$0.00			
Material - (5%OH +15%P)					$2,676.62	1226.51	
Equipment - (5%OH +15%P)						$0.00	
Subcontracts - (5%OH +15%P)							$0.00
Subtotals				$0.00	$16,059.74	$0.00	$0.00

9403.24

Change Proposal Subtotal	$16,059.74
Bond (1%)	$160.60
Total Change Proposal	$16,220.34

9403.24
94.03
$ 9497.27

Material Cost for 1" and 1/2" $5,206.39

	Material Increase	$11,013.95
Contract Price	1" CAV	$4,320.00
Contract Price	1/2" CAV	$3,800.00
Proposed Price	2" CAV	$19,133.95

$ 17,607.27 ÷ 2
$ 8803.64 EA

Received
Ap[r 25, 2023
HNTB Corporation
Round Rock

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 4 **DATE:** 4/25/23

PROJECT: Sam Bass (Corridor H) **RESPONSE REQUESTED BY DATE:** 4/28/23

TO: HNTB: Tracy Cooper; Steven Shull; Eddie Church, P.E.

REFERENCE: BCMUD Revised Plans

PROBLEM:
It appears majority of the bends were taken out of the BCMUD water lines. The bends were replaced with PI Def. The plans are telling us to deflect anything from 7 degrees up to 90 degrees, which will be almost impossble. I am not sure why the bends were taken out and deducted from the from the contract amount and taken out of the plans. Please let us know if this is a typo and if we will recieved revised plan sheets and deductive change order.

RECOMMENDED SOLUTION:
We would recommend to go back to the original set of plans and put the bends back in the plan set.

Hunter Driskell	N/A
Originator	Supervisor

MRB Response: The PI Def. angle callouts in the Drawings show the deflection angle required to maintain the alignment as shown. At these locations, use a combination of ductile iron fittings (bends) and pipe joint deflection within the limits as allowed by the pipe manufacturer's recommendations to achieve the deflection angle and to maintain the alignment as shown in the Drawings. The bends were not deducted from the contract amount and are accounted for by the bid item for Ductile Iron Fittings as TONS.

Kelby Combest, P.E.
Digitally signed by Kelby Combest
DN: C=US, E=kelby.combest@mrbgroup.com, CN=Kelby Combest
Date: 2023.04.27 09:47:53-05'00'

Responder

4/27/23
Date

MRB NO. RFI-01
RECEIVED
4/26/23
MRB GROUP

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 225
Round Rock, Texas 78664

Attachments to RFI:
Cc:

Eddie R. Church

From: Combest, Kelby <Kelby.Combest@mrbgroup.com>
Sent: Tuesday, May 2, 2023 1:59 PM
To: Eddie R. Church
Cc: 70326_CorridorH_SamBass; Caponi, Thomas; Liberatore, Melissa; Tracy Cooper; Oscar Salazar-Bueno
Subject: RE: Sam Bass Road (Corridor H) - RFI #4 BCMUD Plan Revision
Attachments: Sam Bass Utility Relocation - Fittings 5.1.23.pdf

Hello Eddie,
The original 4.83 tons was a conservative estimate of fittings. These estimates and the updated tonnage estimates are based on the AWWA C110 D.I. bends, similar to the bends shown here https://american-usa.com/products/ductile-iron-pipe-and-fittings/fittings/mechanical-joint-fittings/bends . These are much heavier than the compact fittings that Cash has submitted so that may also explain some of the discrepancies between their estimates and ours.

Please see attached: For the 100% plans this tonnage was reduced to 2.985 tons, however after closer inspection, there were some bends not accounted for in the 2.985 total, so I have marked up the Quantity table in the plans to reflect the new totals. The new total, 4.495 tons is based on standard, not compact fittings.

I also added a table (pg 2 of attached) that has some comments.
I have marked up the plans with circles showing where we assumed the bends would be needed. I have marked with bold circles where the discrepancies are.

Additional Comments:

- A majority of the additional tonnage above comes from the fittings for the 24" bypass shown on Sheet 16 of the plans. There currently is not a bid item for this bypass, however the contractor has sent a submittal for this material so it seems to be accounted for somewhere.
- On Sheet 16, Sta. 32+89, there is a tie-in to the existing 8" WL and calls for a 8" Gate valve. This gate valve appears to be missed in our summary table and does not have a pay item.

For these items, let us know if you would like an updated quantity table in the plans or how you would like to proceed.

Thank you,

KELBY COMBEST / MRB Group / 512.636.9853

From: Eddie R. Church <erchurch@HNTB.com>
Sent: Thursday, April 27, 2023 2:58 PM
To: Combest, Kelby <Kelby.Combest@mrbgroup.com>
Cc: 70326_CorridorH_SamBass <SamBass_P456@hntb.com>; Caponi, Thomas <Thomas.Caponi@mrbgroup.com>; Liberatore, Melissa <Melissa.Liberatore@mrbgroup.com>; Tracy Cooper <tcooper@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Subject: FW: Sam Bass Road (Corridor H) - RFI #4 BCMUD Plan Revision

Kelby,

Could you please provide backup for the ductile iron fittings quantity changes, between Bid Plans and 100% plans issued via Change order?

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 6 **DATE:** 5/3/23

PROJECT: Corridor H - Sam Bass - Signals **RESPONSE REQUESTED BY DATE:** 5/10/23

TO: Tyson Hasz - KFA

REFERENCE: Parcels 58, 60, 61

PROBLEM:
Discrepancy between actual ROW and plan ROW at detention pond area.

RECOMMENDED ACTION:
Update plans and driveway tie-ins.

Oscar Salazar-Bueno, PE
Originator

Christen Eschberger, PE
Supervisor

RESPONSE:
Driveway 42 is being revised to keep the proposed driveway within the ROW. Driveways 43, 44, 45, and 47 need to remain as originally designed so they can tie-in at the existing throat of each respective driveway. As a result, those proposed driveway tie-ins will extend outside of the existing ROW and will require TCEs. The relevant plan sheets and quantities have been updated accordingly.

Tyson Hasz, PE
Responder

5/10/2023
Date

Sign, Date & Return to HNTB via e-mail.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 100
Round Rock, Texas 78664

Attachments to RFI: Revised plan sheets.
Cc:

SUMMARY OF ROADWAY ITEMS

ROADWAY PLAN & PROFILE SHEET NO.	LOCATION	110 6001 EXCAVATION (ROADWAY) CY	132 6003 EMBANKMENT (FINAL) (ORD COMP) (TY B) CY	132 6025 EMBANKMENT (FINAL) (DENS CONT) (TY C1) CY	247 6044 FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS) CY	310 6001 PRIME COAT (MULTI OPTION) GAL	316 6193 AGGR (TY-D GR-5 SAC-B) CY	316 6413 ASPH (AC-15P, HFRS-2P OR CRS-2P) GAL	354 6021 PLANE ASPH CONC PAV (0" TO 2") SY	450 6052 RAIL (HANDRAIL) (TY F) LF	432 6045 RIPRAP (MOW STRIP) (4 IN) CY	512 6005 PORT CTB (FUR & INST) (F-SHAPE) (TY 1) LF	529 6008 CONC CURB & GUTTER (TY II) LF	529 6015 CONC CURB (TY C1) LF	530 6004 DRIVEWAYS (CONC) SY	530 6005 DRIVEWAYS (ACP) SY
SHEET 1 OF 14	BEGIN TO STA 265+00.00	3,486	716	255		1,934	64	3,095					2,018		51	
SHEET 2 OF 14	STA 265+00.00 TO STA 275+00.00	7,557	682	39	2,148	967	32	1,548			16		975			167
SHEET 3 OF 14	STA 275+00.00 TO STA 285+00.00	10,314	366		2,464	870	29	1,392			10		957			266
SHEET 4 OF 14	STA 285+00.00 TO STA 295+00.00	15,853	270	1	2,614	924	31	1,478					1,011			204
SHEET 5 OF 14	STA 295+00.00 TO STA 305+00.00	5,437	2,176	1,769	2,607	922	31	1,475			11		968		132	131
SHEET 6 OF 14	STA 305+00.00 TO STA 315+00.00	4,980	525		2,620	926	31	1,481					938		135	184
SHEET 7 OF 14	STA 315+00.00 TO STA 325+00.00	7,256	248		2,406	854	28	1,367					1,130		121	665
SHEET 8 OF 14	STA 325+00.00 TO STA 335+00.00	6,770	278		2,575	926	31	1,481					927		281	556
SHEET 9 OF 14	STA 335+00.00 TO STA 345+00.00	6,925	238	19	2,209	783	26	1,253					802		403	150
SHEET 10 OF 14	STA 345+00.00 TO STA 355+00.00	15,545	607	599	2,763	982	33	1,572		53			1,005			731
SHEET 11 OF 14	STA 355+00.00 TO STA 365+00.00	6,788	322		2,324	827	28	1,322				60	923		444	
SHEET 12 OF 14	STA 365+00.00 TO STA 375+00.00	6,750	392	3	2,809	995	33	1,591					996		257	82
SHEET 13 OF 14	STA 375+00.00 TO STA 385+00.00	3,880	684	165	2,099	811	27	1,297	51				57			266
SHEET 14 OF 14	STA 385+00.00 TO STA 395+00.00	773														
SHEET 1 OF 1	WYOMING SPRINGS RT TURN LANE	18	346	346	354	115	4	184					179			108
SHEET 1 OF 8	THOUSAND OAKS DR	130	29	10		157	5	252	409							
SHEET 2 OF 8	MAYFIELD DR	1,271	5			200	7	320	26							
SHEET 3 OF 8	WALSH DR	77	154	20		183	6	293	26							
SHEET 4 OF 8	DEER TRAIL CIRCLE	20	17	10		130	4	208	25				76			
SHEET 5 OF 8	LIVE OAK CIRCLE	31	5	5		70	2	112	112							
SHEET 6 OF 8	GREAT OAKS DRIVE	241	86	10		521	17	834	362				599			
SHEET 7 OF 8	WALSH RANCH BLVD/ARROWHEAD CIRCLE	1,000	9	5		533	18	852	115				450			
SHEET 8 OF 8	TONKAWA TRL	71	120	15		190	6	304	38							
SHEET 1 OF 1	SUP PLAN AND PROFILE - SUPA	739	19							66				53		
SHEET 1 OF 4	SUP PLAN AND PROFILE - SUPB	195	199													
SHEET 2 OF 4	SUP PLAN AND PROFILE - SUPB	195	199													
SHEET 3 OF 4	SUP PLAN AND PROFILE - SUPB	195	199													
SHEET 4 OF 4	SUP PLAN AND PROFILE - SUPB	195	199													
	PROJECT TOTALS:	106,693	9,089	3,271	29,992	14,820	494	23,712	1,164	119	37	60	14,012	53	1,824	3,510

EW qty's updated, per Change Order #1.

Driveway qty's updated per RFI #6 response dated 5/10/23.

SUMMARY OF ROADWAY ITEMS

ROADWAY PLAN & PROFILE SHEET NO.	LOCATION	531 6002 CONC SIDEWALKS (5") SY	531 6004 CURB RAMPS (TY 1) EA	531 6006 CURB RAMPS (TY 3) EA	531 6010 CURB RAMPS (TY 7) EA	536 6002 CONC MEDIAN SY	540 6001 MTL W-BEAM GD FEN (TIM POST) LF	540 6007 MTL BEAM GD FEN TRANS (TL2) EA	540 6016 DOWNSTREAM ANCHOR TERMINAL SECTION EA	544 6001 GUARDRAIL END TREATMENT (INSTALL) EA	550 6008 CHAIN LINK FENCE (INSTALL) (8') LF	552 6003 WIRE FENCE (TY C) LF	552 6005 GATE (TY 1) EA	3076 6001 D-GR HMA TY-B PG64-22 TON	3076 6042 D-GR HMA TY-D SAC-B PG70-22 TON	3076 6066 TACK COAT GAL	** 5070 6002 STEEL FENCE (INSTALL) LF
SHEET 1 OF 14	BEGIN TO STA 265+00.00	890			5	179						419	1	4,213	1,461	1,357	
SHEET 2 OF 14	STA 265+00.00 TO STA 275+00.00	1,085					311			1				1,101	795	744	
SHEET 3 OF 14	STA 275+00.00 TO STA 285+00.00	1,056					214			1				744	731	684	
SHEET 4 OF 14	STA 285+00.00 TO STA 295+00.00	1,125									291	361		791	778	727	
SHEET 5 OF 14	STA 295+00.00 TO STA 305+00.00	1,089					501	4	2	2				789	776	726	
SHEET 6 OF 14	STA 305+00.00 TO STA 315+00.00	1,063												791	777	727	
SHEET 7 OF 14	STA 315+00.00 TO STA 325+00.00	846			2									730	717	671	
SHEET 8 OF 14	STA 325+00.00 TO STA 335+00.00	959												792	778	728	
SHEET 9 OF 14	STA 335+00.00 TO STA 345+00.00	1,023	2		1									669	658	615	
SHEET 10 OF 14	STA 345+00.00 TO STA 355+00.00	1,118									675			840	826	772	107
SHEET 11 OF 14	STA 355+00.00 TO STA 365+00.00	839	1	1										707	695	650	271
SHEET 12 OF 14	STA 365+00.00 TO STA 375+00.00	1,025												854	837	778	
SHEET 13 OF 14	STA 375+00.00 TO STA 385+00.00													689	670	630	
SHEET 14 OF 14	STA 385+00.00 TO STA 395+00.00																
SHEET 1 OF 1	WYOMING SPRINGS RT TURN LANE													96	90	86	
SHEET 1 OF 8	THOUSAND OAKS DR													342	118	112	
SHEET 2 OF 8	MAYFIELD DR													430	146	139	
SHEET 3 OF 8	WALSH DR													395	134	128	
SHEET 4 OF 8	DEER TRAIL CIRCLE													281	97	90	
SHEET 5 OF 8	LIVE OAK CIRCLE													152	52	50	
SHEET 6 OF 8	GREAT OAKS DRIVE					75								1,143	398	371	
SHEET 7 OF 8	WALSH RANCH BLVD/ARROWHEAD CIRCLE													1,142	387	361	
SHEET 8 OF 8	TONKAWA TRL													419	148	139	
SHEET 1 OF 1	SUP PLAN AND PROFILE - SUPA	340															
SHEET 1 OF 4	SUP PLAN AND PROFILE - SUPB	556															
SHEET 2 OF 4	SUP PLAN AND PROFILE - SUPB	556															
SHEET 3 OF 4	SUP PLAN AND PROFILE - SUPB	556															
SHEET 4 OF 4	SUP PLAN AND PROFILE - SUPB	266															
	PROJECT TOTALS:	14,391	3	1	8	254	1,026	4	2	4	966	780	1	18,109	12,067	11,289	378

** REPLACE EXISTING WROUGHT IRON FENCE WITH ONE OF LIKE MATERIAL AND APPEARANCE.

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	TLH	1/10/23	RFI #1
2	TLH	3/01/23	DRIVEWAY MATERIAL
3	RBG	5/09/23	RFI #6

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746
K·FRIESE + ASSOCIATES PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
SAM BASS ROAD

SUMMARY OF QUANTITIES
ROADWAY

WILLIAMSON

SHEET 1 OF 2

SCALE	N/A
DATE	5/9/2023
SHEET NUMBER	31 OF 529

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5/9/2023 4:50:42 PM

SUMMARY OF REMOVAL ITEMS

REMOVALS PLAN & PROFILE SHEET NO.	LOCATION	100 6002 PREPARING ROW	104 6011 REMOVING CONC (MEDIANS)	104 6017 REMOVING CONC (DRIVEWAYS)	104 6021 REMOVING CONC (CURB)	104 6022 REMOVING CONC (CURB AND GUTTER)	104 6028 REMOVING CONC (MISC)	104 6036 REMOVING CONC (SIDEWALK OR RAMP)	105 6045 REMOVING STAB BASE AND ASPH PAV (2"-8")	105 6082 REMOVING STAB BASE & ASPH PV(10 TO 16")	420 6010 CL A CONC (PLUG)	496 6002 REMOV STR (INLET)	496 6004 REMOV STR (SET)	496 6006 REMOV STR (HEADWALL)	496 6007 REMOV STR (PIPE)
		STA	SY	SY	LF	LF	SY	SY	SY	SY	EA	EA	EA	EA	LF
SHEET 1 OF 7	BEGIN TO STA 275+00.00	19.8	91	135		946		67	76		1	2			306
SHEET 2 OF 7	STA 275+00.00 TO STA 295+00.00	20		395					376				2		277
SHEET 3 OF 7	STA 295+00.00 TO STA 315+00.00	20		139					316	575				2	195
SHEET 4 OF 7	STA 315+00.00 TO STA 335+00.00	20		310	428	234	39		1,585			1	26		750
SHEET 5 OF 7	STA 335+00.00 TO STA 355+00.00	20	80	765	494			89	80	1,282		1	8	3	520
SHEET 6 OF 7	STA 355+00.00 TO STA 375+00.00	20		103			65	205		2,516					44
SHEET 7 OF 7	STA 375+00.00 TO END	16.3			107			23	453	348			7		255
	PROJECT TOTALS:	136.1	171	1,847	1,029	1,180	104	384	2,886	4,721	1	4	43	5	2,347

* TREE REMOVAL, FENCE AND GATE REMOVALS ARE SUBSIDIARY TO PREPARING ROW.

Driveway qty's updated per RFI #6 response dated 5/10/23.

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	RBG	5/08/23	RFI #6

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

SUMMARY OF QUANTITIES
ROADWAY

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY 1848

WILLIAMSON

SHEET 2 OF 2

SCALE	N/A
DATE	5/9/2023
SHEET NUMBER	32 OF 529

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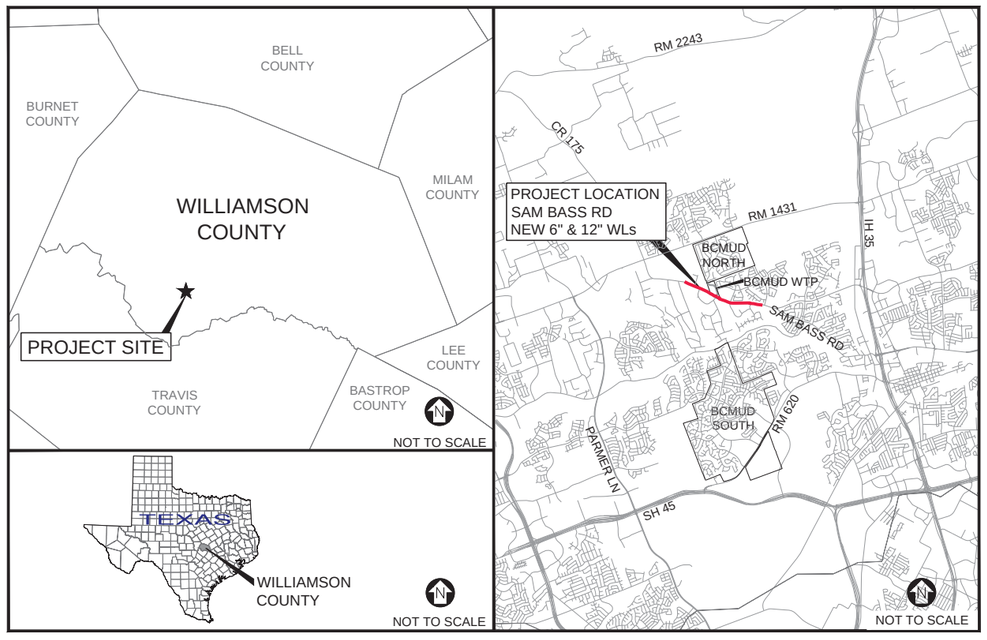
5/9/2023 4:50:43 PM

100% Plans issued for Construction via Change Order #1

BRUSHY CREEK MUD
ROUND ROCK, TEXAS

SAM BASS RD UTILITY RELOCATIONS

JANUARY 2023



SITE LOCATION MAP

30° 32' 01.88" N 97° 44' 20.26" W

THOMAS E. CAPONI, P.E.
LICENSED PROFESSIONAL ENGINEER No. 54723
MRB GROUP, P.C.
8834 N. CAPITAL OF TEXAS HWY, SUITE 147
AUSTIN, TEXAS 78759
TBPELS FIRM REGISTRATION No. F-10615
PHONE: (512) 436-8571

STATE OF TEXAS
THOMAS E. CAPONI
54723
LICENSED PROFESSIONAL ENGINEER
Thomas E Caponi
JAN. 27, 2023

REVIEWED BY:

2-13-2023
BRUSHY CREEK MUD DATE

BOARD MEMBERS

REBECCA B. TULLOS, PLACE 1, TREASURER
MICHAEL TUCKER, PLACE 2, VICE PRESIDENT, ASST. TREASURER
KIM FILIATRAULT, PLACE 3, SECRETARY
DONNA B. PARKER, PLACE 4, PRESIDENT
KEN REIFSCHLAGER, PLACE 5, ASST. SECRETARY

BUSINESS PERSONNEL

SHEAN R. DALTON, GENERAL MANAGER
AMY GIANNINI, P.E., CFM, DISTRICT ENGINEER
BILL CARR, UTILITIES SYSTEMS MANAGER

Brushy Creek Municipal Utility District

16318 GREAT OAKS DRIVE, ROUND ROCK, TX 78681
Phone: (512) 255-7871

MRB group

MRB Group, P.C.
8834 N. Capital of Texas Hwy, Suite 220, Austin, TX 78759 Phone: 512-436-8571
303 W. Calhoun Ave. Temple, TX 76501 Phone: 254-771-2054
TBPELS Firm Number: F-10615
www.mrbgroup.com

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Texas 811 Know what's below. Call before you dig.

MRB GROUP PROJECT # 0226.21003

0226.21003.000 BCMUD SAM BASS RD UTILITY RELOCATIONS

	Bid Item:	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217
	Spec:	510	501	510	509	510	510	510	510	510	510	510	510	510	510	511	511	511	511
BCMUD Water Line Plan & Profile Sheet No.	**Description:**	Open Cut Encasement Pipe (Steel) 16"	Bore and Jack Pipe (Steel) 24"	Open Cut Encasement Pipe (Steel) 24"	Trench Safety	Pipe (6") PVC C-900 (All Depths)	Pipe (12") Ductile Iron (All Depths)	Pipe (6") PVC C-900 (In Encasement)	Pipe (12") Ductile Iron (In Encasement)	Wet Connection 30" Dia X 12" Dia	6" x 12" DI Eccentric Reducer	*12" tee 8" tie in*	12" Tee 12" tie in	Ductile Iron Fittings	Removal of Ductile Iron Pipe	Valve (Gate) 6"	Valve (Gate) 12"	Drain Valve	2" Combination Air Valve
	Unit:	LF	LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	Ton	LF	EA	EA	EA	EA
8 of 34					300	300													
9 of 34					400	400													
10 of 34		42			400	358		42								1			
11 of 34		33			400	367		33											
12 of 34					400	400										1			1
13 of 34					400	400													
14 of 34					400	400								0.0375					
15 of 34					400	124	276				1		1	~~0.36~~ 0.575			1		
16 of 34			20		480		480		20	1		1	2	~~0.9875~~ 2.498	80		2		
17 of 34				76	324		324		76					0.47	112				
18 of 34					400		400												
19 of 34					400		400							~~0.11~~ 0.0			1	1	
20 of 34			111		289		289		111					0.11					1
21 of 34					400		400										1		
22 of 34					400		400												
23 of 34					400		400												
24 of 34					400		400										1		
25 of 34			43	83	274		274		126					0.255					
26 of 34				37	363		363		37					~~0.2175~~ 0.0			1	1	
27 of 34					400		400							0.22					
28 of 34					414		414							~~0.2175~~ 0.33					
Total		**75**	**174**	**196**	**8044**	**2749**	**5220**	**75**	**370**	**1**	**1**	**1**	**3**	**~~2.985~~** 4.4955	**192**	**2**	**7**	**2**	**2**

	Bid Item:	219	220	221	222	223	224	225	226	
	Spec:	511	702	03 21 08	03 21 08	A300	A300	A300	A300	
BCMUD Water Line Plan & Profile Sheet No.	**Description:**	New Fire Hydrant	Remove, Store and Re-install Concrete Panel Fencing at WTP	Flowmeter vault (Including piping, fittings, hatches, valves, and meters as shown in drawings)	Interconnect vault (including concrete vault, piping, fittings, hatches, and PRV as shown in the drawings)	Connection to Existing AC Pipe, Including Capping of Remaining AC Pipe (6")	Connection to Existing AC Pipe, Including Capping of Remaining AC Pipe (12")	Removal and Abatement of AC Pipe (6")	Removal and Abatement of AC Pipe (12")	Draiveway Repair
	Unit:	EA	LF	EA	EA	EA	EA	LF	LF	SY
8 of 34				1				418		
9 of 34		1						400		
10 of 34						1		315		
11 of 34										
12 of 34										
13 of 34								256		
14 of 34		1						400		
15 of 34			10					262	318	67
16 of 34					1				335	
17 of 34							1		436	
18 of 34									400	
19 of 34									400	
20 of 34							2		320	
21 of 34									400	
22 of 34									400	
23 of 34									400	
24 of 34									400	
25 of 34							1		27	
26 of 34							1		230	
27 of 34										80
28 of 34							2		95	100
Total		**2**	**10**	**1**	**1**	**1**	**7**	**2051**	**4161**	**247**

Ductile Iron qty updated, per backup from BCMUD for RFI #4.

No.	Revisions and Descriptions	By	Date

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BRUSHY CREEK MUD
SAM BASS RD UTILITY RELOCATIONS
ROUND ROCK, TEXAS

QUANTITIES TABLE

Drawn By: RPS
Checked By: TEC
Scale: AS SHOWN
Date: JANUARY 2023

Thomas E Caponi Jan. 27, 2023

STATE OF TEXAS
THOMAS E. CAPONI
54723
LICENSED PROFESSIONAL ENGINEER

MRB group
MRB Group, P.C.
8834 N. Capital of Texas Hwy, Suite 220, Austin, TX 78759 Phone: 512.436.8571
303 W. Calhoun Ave, Temple, TX 76501 Phone: 254.771.2054
TBPELS Firm Number F-10615
www.mrbgroup.com

Sheet No. G-006
6 of 34

Project No. 0226.21003

Commissioners Court - Regular Session **94.**

Meeting Date: 06/27/2023

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 Randall O'Neill and Melanie Townsend O'Neill for 0.156 acres of ROW needed on CR 255. (Parcel 38) Funding Source: TANS P588.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:35 AM
Form Started By: Charlie Crossfield		Started On: 06/21/2023 10:08 AM
Final Approval Date: 06/22/2023		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RANDALL O'NEILL AND MELANIE TOWNSEND O'NEILL** (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 0.156-acres (6,777 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 38):**

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 FOURTEEN THOUSAND TWO HUNDRED THIRTY and 00/100 Dollars ($14,230.00).

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 TWENTY THOUSAND FIVE HUNDRED THIRTY and 00/100 Dollars ($20,530.00).

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.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before July 18, 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.

(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, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time 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:

RANDALL O'NEILL

Address: 2455 CR 255

Georgetown, TX 78633

Date: June 16, 2023

MELANIE TOWNSEND O'NEILL

Date: June 16, 2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

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

0.156 ACRE RIGHT-OF-WAY PARCEL NO. 38
RANDALL & MELANIE TOWNSEND O'NEILL
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.156 ACRES (APPROXIMATELY 6,777 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 5.425 ACRE TRACT OF LAND CONVEYED TO RANDALL & MELANIE TOWNSEND O'NEILL, IN A DEED DATED DECEMBER 20, 2021. AND RECORDED IN DOCUMENT NO. 2021192476 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.156 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, a ½ inch iron rod found for the Northeast corner of a called 5.425 acre tract of land as described in the deed conveyed to Randall & Melanie Townsend O'Neill filed of record in document no.: 2021192476, Official Public Records Williamson County, Texas and the Southeast corner of the called 9.901 acre tract as described in the deed conveyed to Morris C. Bonnet and Ida M. Bonnet of record in Volume 2245, Pg. 876, Official Public Records, Williamson County, Texas;

THENCE South 21°28'55" East with the East line of said O'Neill and the west right of way line of County Road 255 (variable width right-of-way) a distance of 167.37 feet to the southeast corner of the herein described tract, the southeast corner of said O'Neill tract a ½ inch iron rod found at the intersection of the West right of way line of County Road 255 and the North right of way line of County Road 255;

THENCE South 37°59'20" West with the Southeasterly line of said O'Neill tract and the North right of way line of said County Road 255 a distance of 40.53 feet to the southwest corner of the herein described tract a set ½ inch iron rod with cap marked "Walker 5283", from which a found ½ inch iron rod bears South 37°59'20" West a distance of 434.00 feet;

THENCE in a northwesterly direction across said O'Neill tract with a curve to the right an arc distance of 190.42 feet, (having a radius of 10,068.00 feet, a chord bearing of North 23°02'08" West, a chord distance of 190.41 feet, and a delta angle of 01°05'01") 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 O'Neill tract and the South line of said Bonnet tract from which a found ½ inch iron rod bears South 72°03'13" West a distance of 623.60 feet;

THENCE North 72°03'13" East with the North line of said O'Neill tract and the South line of said Bonnet tract a distance of 40.06 feet to the **POINT OF BEGINNING**, containing 0.156 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 38.

"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: January, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.156 ACRES (APPROXIMATELY 6,777 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO RANDALL O'NEILL AND MELAINIE TOWNSEND O'NEIL, IN A DEED DATED DECEMBER 20, 2021 AND RECORDED IN DOCUMENT NO. 2021192476 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	S 72°03'13" W	40.06'
L2	N 37°59'20" E	40.53'
L3	N 21°28'55" W	167.37'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	10068.00'	190.42'	190.41'	S 23°02'08" E	1°05'01"

LEGEND

○	1/2" IRON ROD WITH "WALKER 5283" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● M-H-S	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
△	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

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.

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 GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

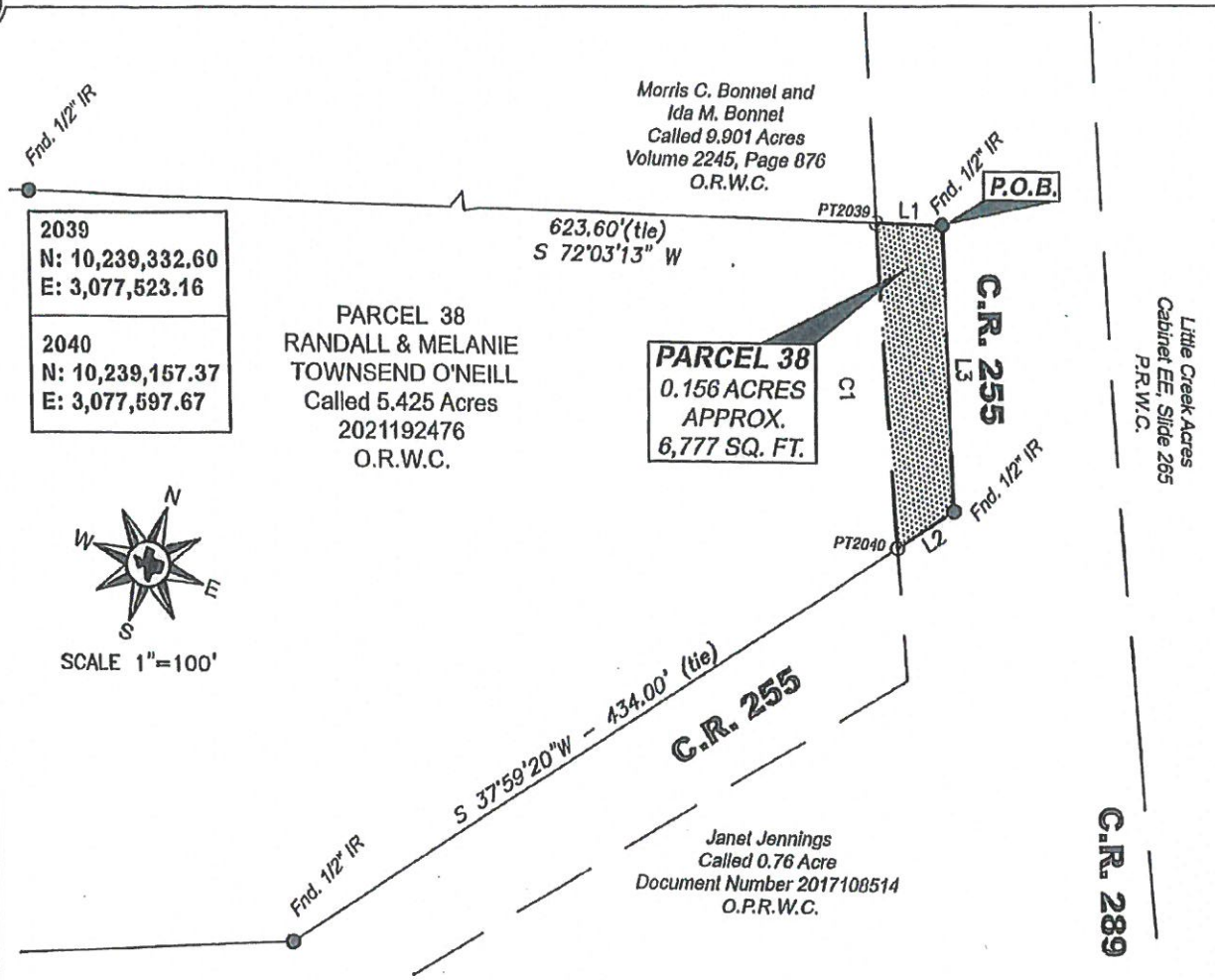
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

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, 2023
DRAWING NO.: 0750504-02-PARCEL 38
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



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.

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)

LINE	BEARING	DISTANCE
L1	N 72°03'13" E	40.06'
L2	N 37°59'20" E	40.53'
L3	N 21°28'55" W	167.37'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	10068.00'	190.42'	190.41'	N 23°02'08" W	1°05'01"

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, 2023
DRAWING NO.: 0750504-02-PARCEL 38
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Exhibit "B"

Parcel 38

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 **RANDALL O'NEILL AND MELANIE TOWNSEND O'NEILL,** 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 0.156-acres (6,777 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 38):**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: 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.

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]

GRANTOR:

_____
RANDALL O'NEILL

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by RANDALL O'NEILL in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

_____
MELANIE TOWNSEND O'NEILL

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by MELANIE TOWNSEND O'NEILL in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **95.**

Meeting Date: 06/27/2023

Southeast Loop (Segment 2)/East Wilco Highway Possession and Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with 3349 Business Holdings, LLC for 60.628 acres needed as right of way; 6.386 acres needed as a drainage easement, and 0.466 acres needed for a temporary construction easement on the East Wilco Highway/Southeast Loop (Seg. 2) project (Parcel 46). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:37 AM
Form Started By: Charlie Crossfield		Started On: 06/21/2023 10:13 AM
Final Approval Date: 06/22/2023		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 46/46DE/46TCE
COUNTY OF WILLIAMSON	§	Project: Southeast Loop Seg. 2

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **3349 BUSINESS HOLDINGS, LLC** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Southeast Loop Segment 2 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits "A-C") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use, the County will tender to the Grantor payment in the amount of **SIX MILLION FIVE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED NINETY-EIGHT and no/100 DOLLARS ($6,553,198.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property as of the Effective Date, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's original approved offer value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount of the Entry Deposit, then the Grantor agrees that the

difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County, or delivered by Grantee to a title company acting as escrow agent for the transaction (the "Effective Date").

4. The Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances identified on the title commitment No. T-162378 issued by Texas National Title, Inc., effective September 21, 2022 (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be July 31, 2023.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain

proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

10. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

11. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. There shall be no drinking liquor, hunting, or fishing on the Property or any of Grantor's lands by the County, its officers, agents, employees, contractors, invitees, guests, or representatives at any time. No firearms or fishing equipment shall be taken on the property by the County, its officers, agents, employees, contractors, invitees, guests or representatives at any time. The County, its contractors, and any and all persons entering the Property under this Agreement shall not perform disorderly conduct and a portable sanitary facility shall be made available for the County's contractors and any and all persons entering the Property under this

agreement.

15. The County shall have the right to remove any fence that now crosses the Property. Prior to cutting any fence, however, the County shall give timely notice to the Grantor to brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. The County shall take reasonable steps to ensure that cattle, horses and/or other livestock cannot stray from the fenced pastures, including but not limited to informing Grantor of any fence removal and allowing for reasonable time to relocate said livestock. The County and its designated contractors, employees, and invitees agree to keep any and all gates and fences closed and locked at all times except when passing through same.

16. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within 30 (thirty) days of the date that the Special Commissioners' Award is entered.

17. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Roger Seggern

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

3349 BUSINESS HOLDINGS, LLC

By: Sathish Babu Chakka

Name: SATHISH BABU CHAKKA

Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 1 day of June, 2023 by sathish Babu Chakka, in the capacity and for the purposes and consideration recited herein.

JAMES PLACE
Notary Public, State of Texas
Comm. Expires 04-18-2027
Notary ID 131698974

Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____ by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

TENANT:

Roger Seggen

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 8 day of June, 2023 by Roger seggen, in the capacity and for the purposes and consideration recited herein.

Talison Mccarver
Notary Public, State of Texas

TALISEAN MCCARVER
Notary Public, State of Texas
Comm. Expires 09-28-2025
Notary ID 133359532

EXHIBIT "A"

County: Williamson
Parcel No.: 46
Tax ID: R442484 & R624084
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 28, 2022

PROPERTY DESCRIPTION FOR PARCEL 46

DESCRIPTION OF A 60.628 ACRE (2,640,956 SQ. FT.) PARCEL OF LAND LOCATED IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, WILLIAMSON COUNTY, TEXAS, AND IN THE R.S. NEIGHBORS SURVEY, SECTION NO. 27, ABSTRACT NO. 483, WILLIAMSON COUNTY, TEXAS, AND ALSO IN THE CHASE GERLACK SURVEY, SECTION NO. 26, ABSTRACT NO. 260, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 70.731 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 IN A DEED TO 3349 BUSINESS HOLDINGS, RECORDED JANUARY 4, 2022 IN DOCUMENT NO. 2022001628, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), AS CORRECTED IN DOCUMENT NO. 202207155 O.P.R.W.C.TX., ALSO A PORTION OF 92.278 ACRE TRACT OF LAND, DESCRIBED AS TRACT 2 IN SAID DEED TO 3349 BUSINESS HOLDINGS, LLC; SAID 60.628 ACRE (2,640,956 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 690.05 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 409+52.81 on the common line of said 92.278 acre tract and remainder of a called 64.814 acre tract of land, described in a deed to FM 3349 Holdings, LLC, recorded in Document No. 2006048396, O.P.R.W.C.TX.;

THENCE S 82°11'49" E, with the common line of said 92.278 acre tract and said remainder of a called 64.814 acre tract, a distance of 480.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,167,248.41, E=3,192,173.47) set 230.00 feet left of Southeast Loop E.C.S 411+06.48 on the proposed north right-of-way line of Southeast Loop, for the most northerly northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 82°11'49" E, departing the proposed north right-of-way line of said Southeast Loop, continuing with the common line of said 92.278 acre tract and said remainder of a called 64.814 acre tract, a distance of 419.02 feet to a 1/2-inch iron rod with a plastic cap found on the existing west right-of-way line of F.M. 3349, a variable width right-of-way, described to the State of Texas in Volume 669, Page 359, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT strip map CSJ No. 3486-001-03 dated July 1977, for the southeast corner of said remainder of a called 64.814 acre tract, same being the northeast corner of said 92.278 acre tract and of the parcel described herein;

2) **THENCE** S 07°26'33" W, departing the common line of said 92.278 acre tract and said remainder of a called 64.814 acre tract, with the existing west right-of-way line of said F.M. 3349, a distance of 782.20 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 429.74 feet right of Southeast Loop E.C.S 405+19.23 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the existing west right-of-way line of said F.M. 3349, with the proposed south right-of-way line of said Southeast Loop, over and across said 92.278 acre tract, the following five (5) courses and distances numbered 3-7:

3) With said curve to the right, an arc distance of 129.81 feet, through a delta 03°29'29", having a radius of 2,130.26 feet, and a chord that bears N 76°08'10" W, a distance of 129.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 305.37 feet right of Southeast Loop E.C.S 404+84.53,

4) S 68°17'38" W, a distance of 119.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 403+94.25, said point being a beginning of a curve to the right,

5) With said curve to the right, an arc distance of 424.29 feet, through a delta 04°23'36", having a radius of 5,533.50 feet, and a chord that bears S 33°50'00" W, a distance of 424.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S 399+87.87,

6) S 38°04'07" W, a distance of 201.17 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 397+95.14, said point being the beginning of a curve to the right, and

7) With said curve to the right, an arc distance of 1,038.80 feet, through a delta 10°45'46", having a radius of 5,530.00 feet, and a chord that bears S 43°29'42" W, a distance of 1,037.27 to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 right of Southeast Loop E.C.S. 387+99.55 on the common line of said 92.278 acre tract and of a remainder of a called 72.25 acre tract of land, described in a deed to Herbert Wayne Raesz and wife, Karen D. Raesz, recorded in Volume 749, Page 932, D.R.W.C.TX.;

8) **THENCE** N 82°29'42" W, departing the proposed south right-of-way line of said Southeast Loop, with a common line of said 92.278 acre tract and said remainder of a called 72.25 acre tract, a distance of 95.71 feet to a 1/2 inch iron rod on the east line of said 70.731 acre tract, for the northwest corner of said remainder of a called 72.25 acre tract;

9) **THENCE** S 07°24'47" W, departing the common line of said 92.278 acre tract and said remainder of a called 72.25 acre tract, with the common line of said 70.731 acre tract and said remainder of a called 72.25 acre tract, a distance of 105.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 386+62.99 on the proposed south right-of-way line of said Southeast Loop, for the beginning of a Control of Access (C.O.A.), same being the southeast corner of said 70.731 acre tract, also being the northeast corner of a called 69.333 acre tract of land, described in a deed to HWY 3349 Holding, LLC, recorded in Document No. 2022040581, O.P.R.W.C.TX., said point being the beginning of a curve to the right;

THENCE departing the common line of said 70.731 acre tract and said remainder of a called 72.25 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 70.731 acre tract, the following five (5) courses and distances numbered 10-13:

10) With said curve to the right, passing at an arc distance of 423.92 feet a calculated point 230.00 feet right of Southeast Loop E.C.S. 382+56.70, for the end of a C.O.A., passing at an arc distance of 1,221.70 feet a calculated point 230.00 feet right of Southeast Loop E.C.S. 374+92.10, for the beginning of a C.O.A., passing at an arc distance of 2,160.38 feet a calculated point 230.00 feet right of Southeast Loop E.C.S. 365+92.46, for the end of a C.O.A., and continuing for a total arc distance of 2,521.09 feet, through a delta 26°07'15", having a radius of 5,530.00 feet, and a chord that bears S 63°24'47" W, a distance of 2,499.32 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 362+46.75,

11) S 76°28'25" W, a distance of 642.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 356+03.87,

12) S 07°48'09" W a distance of 32.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 355+92.16, and

13) S 76°28'25" W, a distance of 106.82 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 354+85.34 on the east line of a called 63.6 acre tract of land, described in a deed to Mark S. Krueger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the northwest corner of said called 69.333 acre tract, same being the southwest corner of said 70.731 acre tract and the southwest corner of the parcel described herein;

14) **THENCE** N 07°47'00" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 63.6 acre tract and said remainder of a called 70.731 acre tract, a distance of 724.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 414.59 feet left of Southeast Loop E.C.S. 357+48.49 on the proposed north right-of-way line of said Southeast Loop, for the most westerly northwest corner of the parcel described herein;

THENCE departing the common line of said 63.6 acre tract and said remainder of a called 70.731 acre tract, with the north proposed right-of-way line of said Southeast Loop, over and across said 70.731 acre tract, the following four (4) courses and distances numbered 15-18:

15) S 82°11'51" E, distance of 97.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 379.04 feet left of Southeast Loop E.C.S. 358+39.54,

16) S 07°48'09" W, a distance of 160.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 357+81.34,

17) N 76°28'25" E, a distance of 465.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S 362+46.75, said point being the beginning of a curve to the left, and

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18) With said curve to the left, passing at an arc distance of 379.82 feet a calculated point 230.00 feet left of Southeast Loop E.C.S. 366+43.80, for the beginning of a C.O.A., passing at an arc distance of 931.01 feet a calculated point 230.00 feet left of Southeast Loop E.C.S. 371+35.13, for the end of a C.O.A., passing at an arc distance of 1,849.49 feet a calculated point 230.00 feet left of Southeast Loop E.C.S. 380+95.28, for the beginning of a C.O.A., passing at an arc distance of 2,652.17 feet a calculated point 230.00 feet left of Southeast Loop E.C.S. 389+34.37, for the end of a C.O.A., and continuing for a total arc distance of 4,648.84, through a delta of 52°32'10", having a radius of 5,070.00 feet, and a chord that bears N 50°12'19" E, a distance of 4,487.68 to the **POINT OF BEGINNING**, and containing 60.628 acres (2,640,956 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

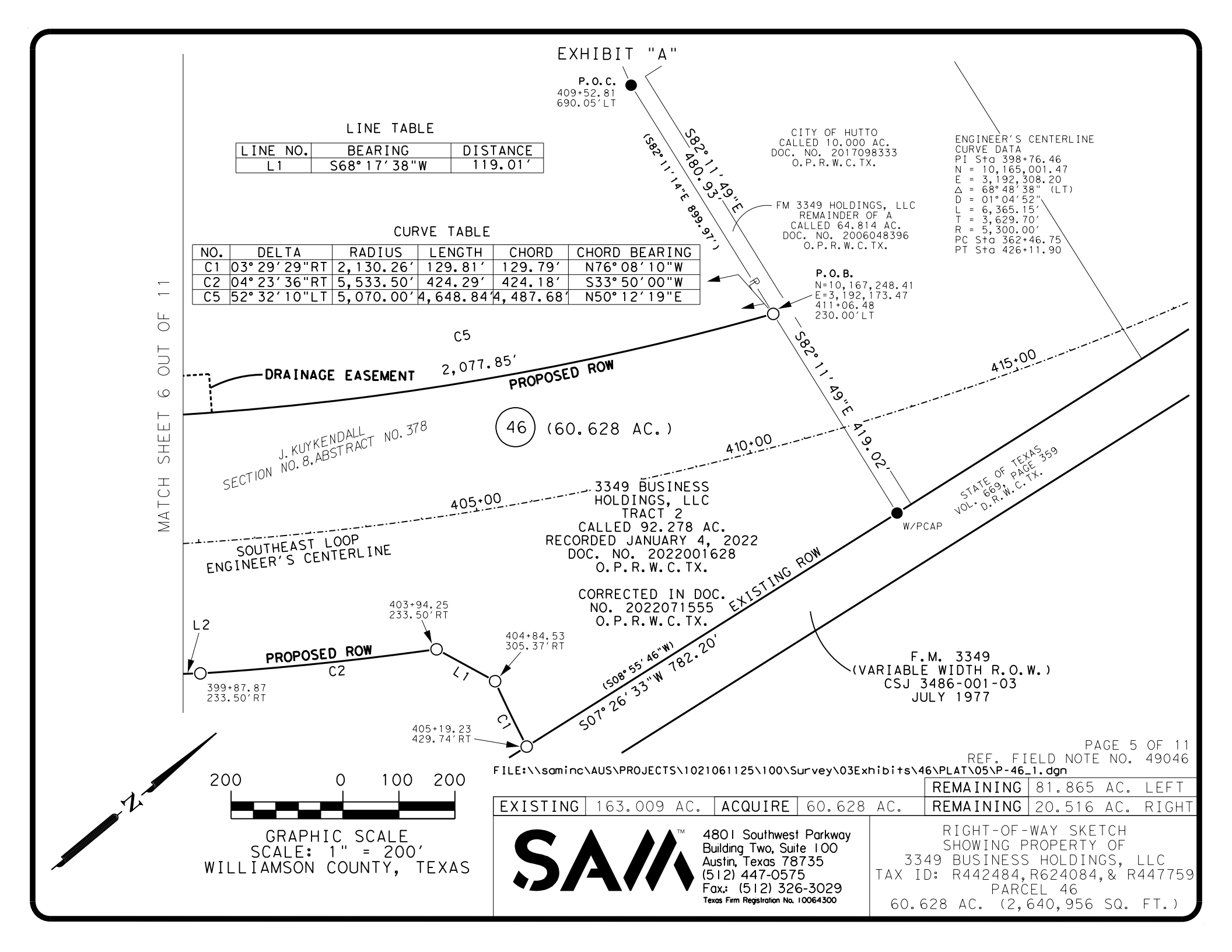
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



9/28/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



MATCH SHEET 6 OUT OF 11

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68° 17' 38"W	119.01'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 29' 29"RT	2,130.26'	129.81'	129.79'	N76° 08' 10"W
C2	04° 23' 36"RT	5,533.50'	424.29'	424.18'	S33° 50' 00"W
C5	52° 32' 10"LT	5,070.00'	4,648.84'	4,487.68'	N50° 12' 19"E

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49046

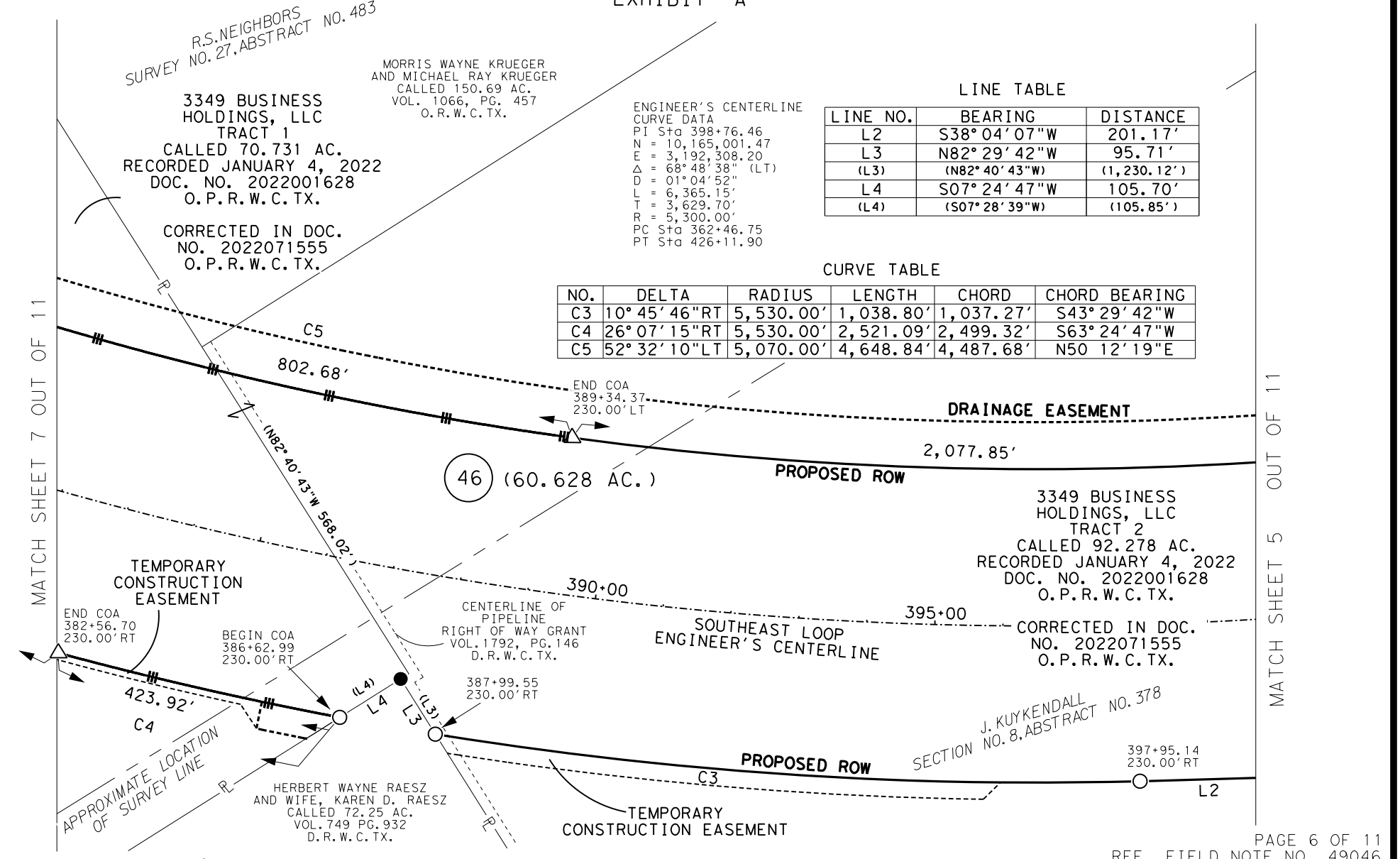
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				REMAINING	81.865 AC. LEFT
EXISTING	163.009 AC.	ACQUIRE	60.628 AC.	REMAINING	20.516 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
PARCEL 46
60.628 AC. (2,640,956 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	S38°04'07"W	201.17'
L3	N82°29'42"W	95.71'
(L3)	(N82°40'43"W)	(1,230.12')
L4	S07°24'47"W	105.70'
(L4)	(S07°28'39"W)	(105.85')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	10°45'46"RT	5,530.00'	1,038.80'	1,037.27'	S43°29'42"W
C4	26°07'15"RT	5,530.00'	2,521.09'	2,499.32'	S63°24'47"W
C5	52°32'10"LT	5,070.00'	4,648.84'	4,487.68'	N50 12'19"E

REF. FIELD NOTE NO. 49046

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EXISTING	163.009 AC.	ACQUIRE	60.628 AC.	REMAINING	20.516 AC. RIGHT

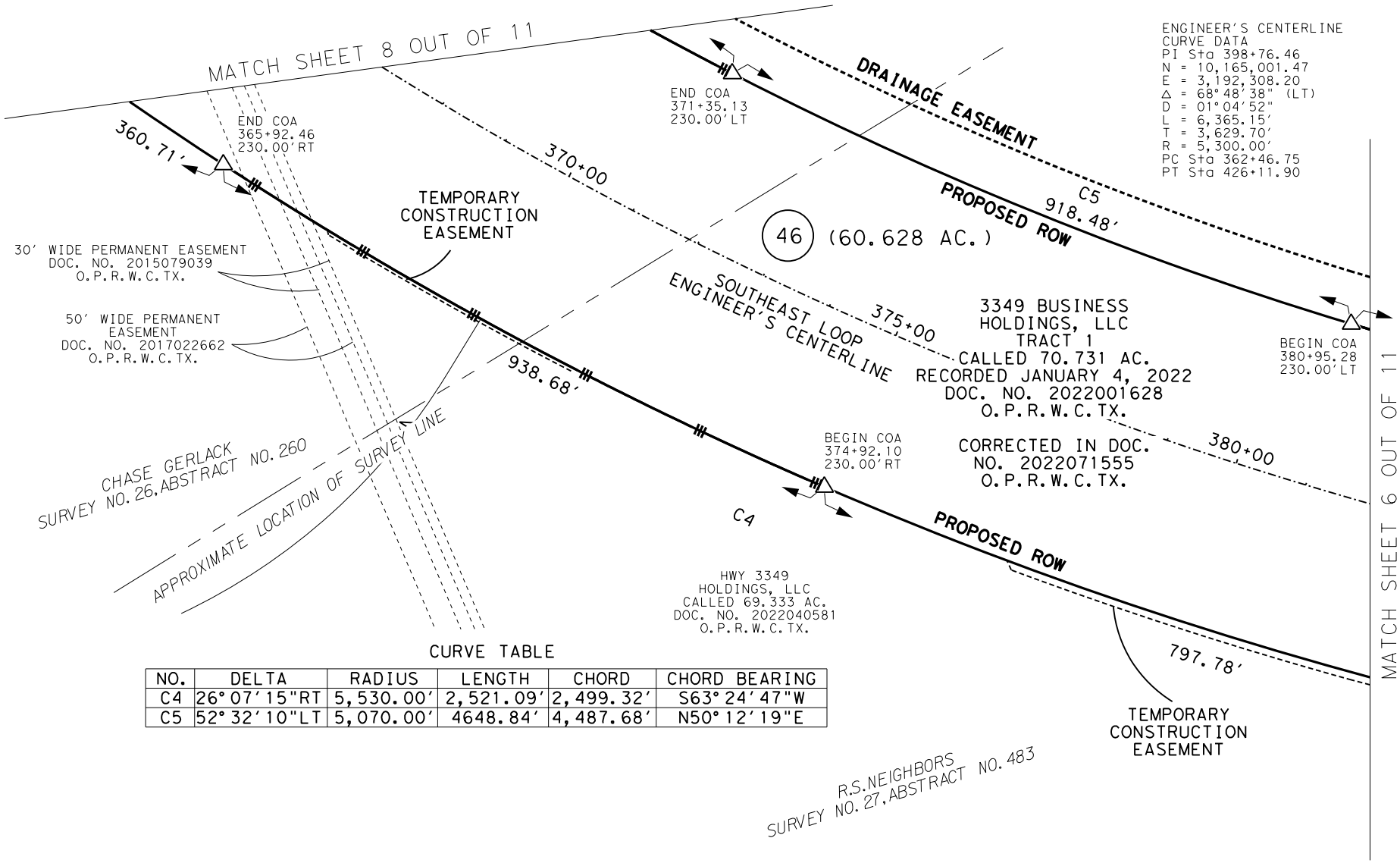
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GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

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EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	26°07'15"RT	5,530.00'	2,521.09'	2,499.32'	S63°24'47"W
C5	52°32'10"LT	5,070.00'	4648.84'	4,487.68'	N50°12'19"E

REF. FIELD NOTE NO. 49046

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				REMAINING	81.865 AC. LEFT
EXISTING	163.009 AC.	ACQUIRE	60.628 AC.	REMAINING	20.516 AC. RIGHT

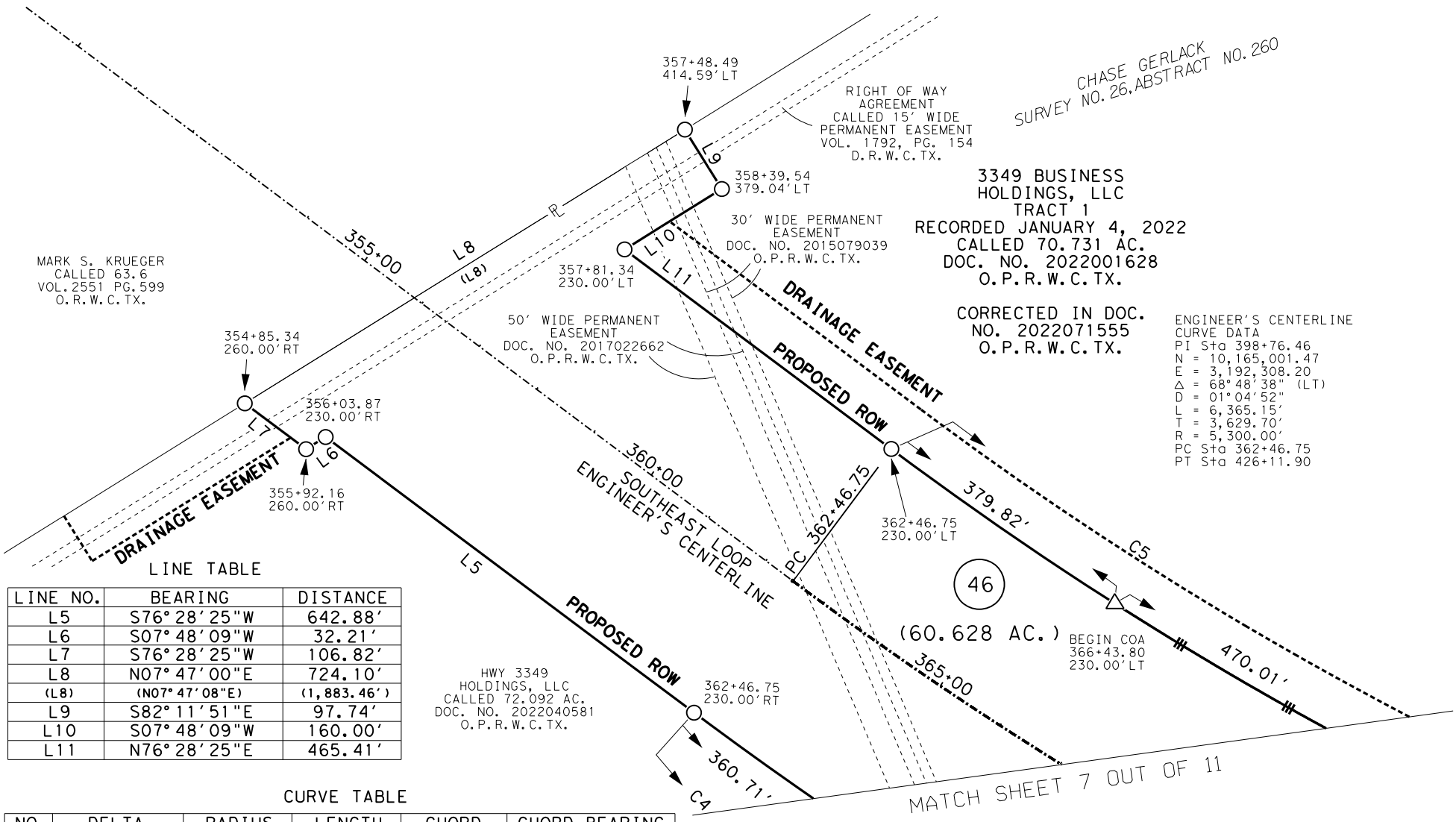
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GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
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PARCEL 46
60.628 AC. (2,640,956 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L5	S76°28'25"W	642.88'
L6	S07°48'09"W	32.21'
L7	S76°28'25"W	106.82'
L8	N07°47'00"E	724.10'
(L8)	(N07°47'08"E)	(1,883.46')
L9	S82°11'51"E	97.74'
L10	S07°48'09"W	160.00'
L11	N76°28'25"E	465.41'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	26°07'15"RT	5,530.00'	2,521.09'	2,499.32'	S63°24'47"W
C5	52°32'10"LT	5,070.00'	4648.84'	4,487.68'	N50°12'19"E

REF. FIELD NOTE NO. 49046

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				REMAINING	81.865 AC. LEFT
EXISTING	163.009 AC.	ACQUIRE	60.628 AC.	REMAINING	20.516 AC. RIGHT

N

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

SAM™
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Building Two, Suite 100
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(512) 447-0575
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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
PARCEL 46
60.628 AC. (2,640,956 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-162378, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 22, 2022, AND ISSUED DATE JUNE 30, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 345, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 283, PAGE 26, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY SUPPLEMENTAL EASEMENT RECORDED IN DOCUMENT NO. 2011072901, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 367, PAGE 462, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 376, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING BY AND THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 384, PAGE 621, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

6. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 388, PAGE 253, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 410, PAGE 601, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 448, PAGE 565, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. A PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 582, PAGE 106, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

10. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS AS DESCRIBED IN VOLUME 608, PAGE 210, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

11. A CHANNEL/DRAINAGE EASEMENT GRANTED TO STATE OF TEXAS, ACTING BY AND THROUGH THE STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION AS DESCRIBED IN VOLUME 669, PAGE 347, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

12. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 705, PAGE 822, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

13. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 710, PAGE 74, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

14. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 711, PAGE 847, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

15. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 801, PAGE 299, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

16. A PIPELINE AND APPURTENANCES EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 832, PAGE 116, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

17. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 1138, PAGE 559, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

18. A WATER LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 1539, PAGE 194, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

19. A PIPELINE EASEMENT GRANTED TO KOCH REFINING COMPANY AS DESCRIBED IN VOLUME 1792, PAGE 146, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

20. A PIPELINE AND APPURTENANCES EASEMENT GRANTED TO KOCH REFINING COMPANY AS DESCRIBED IN VOLUME 1792, PAGE 154, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

21. A WATER DISTRIBUTION LINES AND APPURTENANCES EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018112441, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

22. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

23. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO. 92-275-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS OF RECORD IN VOLUME 2507, PAGE 187, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. AMENDMENT TO EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT NO. 2019013650, OFFICIAL PUBLIC, RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

24. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO. 92-252-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS, AND BEING FURTHER AFFECTED BY AMENDMENT RECORDED IN DOCUMENT NO. 2019013651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

25. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2015079039, OFFICIAL PUBLIC RECORDS, WILLIAMSONCOUNTY, TEXAS. (AFFECTED AS SHOWN)

REF. FIELD NOTE NO. 49046
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46\PLAT\05\P-46_2.dgn

				REMAINING	81.865 AC. LEFT
EXISTING	163.009 AC.	ACQUIRE	60.628 AC.	REMAINING	20.516 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
PARCEL 46
60.628 AC. (2,640,956 SQ. FT.)

26. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017022662, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY MEMORANDUM OF MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (AFFECTS AS SHOWN)

27. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

28. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

29. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

30. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

31. THE POLICY TO BE ISSUED DOES NOT GUARANTEE THAT THE SUBJECT PROPERTY HAS RIGHTS OF INGRESS AND EGRESS TO AND FROM A DEDICATED ROADWAY.

32. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49046
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46\PLAT\05\P-46_2.dgn

				REMAINING	81.865 AC. LEFT
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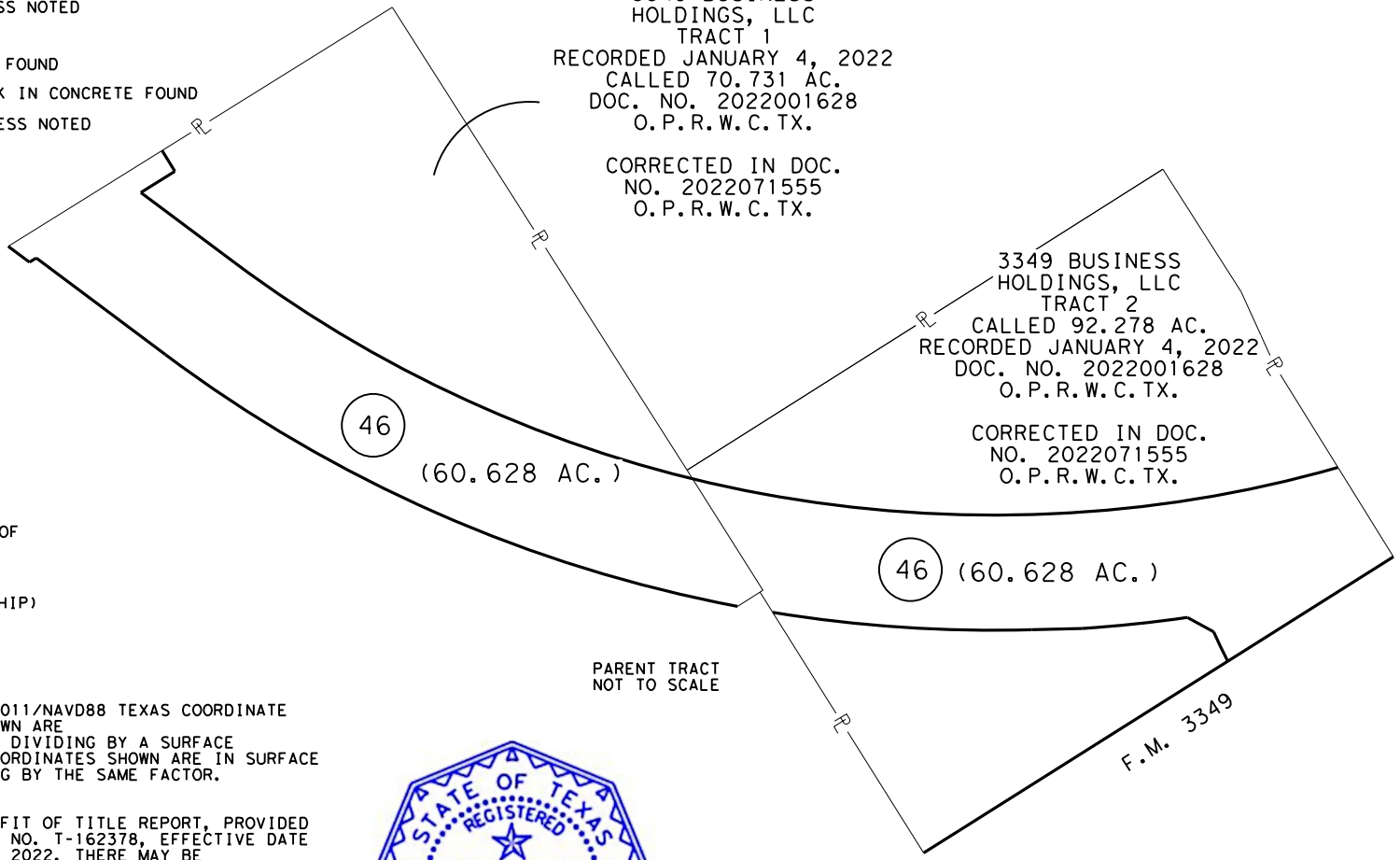
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PARCEL 46
60.628 AC. (2,640,956 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-162378, EFFECTIVE DATE JUNE 22, 2022, AND ISSUED DATE JUNE 30, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/28/2022
DATE

REF. FIELD NOTE NO. 49046
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46\PLAT\05\P-46_2.dgn

EXISTING	163.009 AC.	ACQUIRE	60.628 AC.	REMAINING	81.865 AC. LEFT
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RIGHT-OF-WAY SKETCH
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3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
PARCEL 46
60.628 AC. (2,640,956 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: DE-46
Tax ID: R442484, R357756, & R624084
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 29, 2022

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 46

DESCRIPTION OF A 6.386 ACRE (278,174 SQ. FT.) EASEMENT LOCATED IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, THE R.S. NEIGHBORS SURVEY, SECTION NO. 27, ABSTRACT NO. 483, AND IN THE CHASE GERLACK SURVEY, SECTION NO. 26, ABSTRACT NO. 260, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 70.731 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 IN A DEED TO 3349 BUSINESS HOLDINGS, RECORDED JANUARY 4, 2022 IN DOCUMENT NO. 2022001628, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), AS CORRECTED IN DOCUMENT NO. 2022071555 O.P.R.W.C.TX., ALSO A PORTION OF A CALLED 92.278 ACRE TRACT OF LAND, DESCIRBED AS TRACT 2 IN SAID DEED TO 3349 BUSINESS HOLDINGS, LLC; SAID 6.386 ACRE (278,174 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 690.05 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 409+52.81 on the north line of said 92.278 acre tract, same being the south line of the remainder of a called 64.814 acre tract of land, described in a deed to FM 3349 Holdings, LLC, recorded in Document No. 2006048396, O.P.R.W.C.TX.;

THENCE S 82°11'49" E, with the common line of said 92.278 acre tract and said remainder of a called 64.814 acre tract, a distance of 480.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 411+06.48 on the proposed north right-of-way line of Southeast Loop, said point being the beginning of a curve to the right;

THENCE departing the common line of said 92.278 acre tract and said remainder of a called 64.814 acre tract, with the proposed north right-of-way line of said Southeast Loop, and said curve to the right, over and across said 92.278 acre tract, an arc distance of 1,019.94 feet, through a delta 11°31'35", having a radius of 5,070.00 feet, and a chord that bears S 29°42'01" W, a distance of 1,018.22 feet to a calculated point (Surface Coordinates: N=10,166,363.95, E=3,191,668.98) 230.00 feet left of Southeast Loop E.C.S. 400+40.27, for the southeast corner and the **POINT OF BEGINNING** of the easement described herein, said point being the beginning of a curve to the right;

THENCE, continuing with the proposed north right-of-way line of said Southeast Loop, over and across said 92.278 acre tract and said 70.731 acre tract, the following three (3) courses and distances numbered 1-3:

1) With said curve to the right, passing at an arc distance of 1,057.91 feet a calculated point 230.00 feet left of Southeast Loop E.C.S. 389+34.37, for the beginning of a Control of Access (C.O.A.), passing at an arc distance of 1,860.59 feet a calculated point 230.00 feet left of Southeast Loop E.C.S. 380+95.28, for the end of a C.O.A., passing at an arc distance of 2,779.07 feet a calculated point 230.00 feet left of Southeast Loop E.C.S. 371+35.13, for the beginning of a C.O.A., passing at an arc distance of 3,249.08 feet a calculated point 230.00 feet left of Southeast Loop E.C.S. 366+43.80 and continuing for a total arc distance of 3,628.90 feet, through a delta 41°00'36", having a radius of 5,070.00 feet, and a chord that bears S 55°58'07" W, a distance of 3,551.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 362+46.75,

2) S 76°28'25" W, a distance of 465.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 357+81.34, for the southwest corner of the easement described herein, and

3) N 07°48'09" E, a distance of 74.07 feet to a calculated point 299.00 feet left of Southeast Loop E.C.S. 358+08.28, for the northwest corner of the easement described herein;

THENCE departing the proposed north right-of-way line of said Southeast Loop, over and across said remainder of a called 70.731 acre tract, the following two (2) courses and distances numbered 4-5:

4) N 76°28'25'' E, a distance of 438.47 feet to a calculated point 299.00 feet left of Southeast Loop E.C.S. 362+46.75, said point being the beginning of a curve to the left, and

5) With said curve to the left, an arc distance of 1,939.02 feet, through a delta 22°12'54", having a radius of 5,001.00 feet, and a chord that bears N 65°21'57" E, a distance of 1,926.90 feet to a calculated point 299.00 feet left of Southeast Loop E.C.S. 383+01.70 on the common line of said 70.731 acre tract and a called 150.69 acre tract of land described in a deed to Morris Wayne Krueger and Michael Ray Krueger, recorded in Volume 1066, Page 457, Official Records Williamson County, Texas (O.R.W.C.TX.);

6) **THENCE** S 82°48'29" E, with the common line of said 150.69 acre tract and said 70.731 acre tract, a distance of 60.20 feet to a calculated point 257.81 feet left of Southeast Loop E.C.S. 383+48.03, for the southeast corner of said 150.69 acre tract, same being the southwest corner of said 92.278 acre tract;

7) **THENCE** N 07° 22'38" E, departing the common line of said called 150.69 acre tract and said 70.731 acre tract, with the common line of said 150.69 acre tract and said 92.278 acre tract, a distance of 57.12 feet to a calculated point 299.16 feet left of Southeast Loop E.C.S. 383+89.51, said point being the beginning of a curve to the left;

THENCE departing the common line of said 150.69 acre tract of land and said 92.278 acre tract, over and across said 92.278 acre tract, the following two (2) courses and distances numbered 8-9;

8) With said curve to the left, an arc distance of 1,557.37 feet, through a delta of 17°50'33", having a radius of 5,001.00 feet, and a chord that bears N 44°23'05" E, a distance of 1,551.09 feet to a calculated point 299.00 feet left of Southeast Loop E.C.S. 400+40.27, for the northeast corner of the easement described herein, and

THIS SPACE INTENTIONALLY LEFT BLANK

9) S 54°32'11" E, a distance of 69.00 feet to the **POINT OF BEGINNING**, and containing 6.386 acres (278,174 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

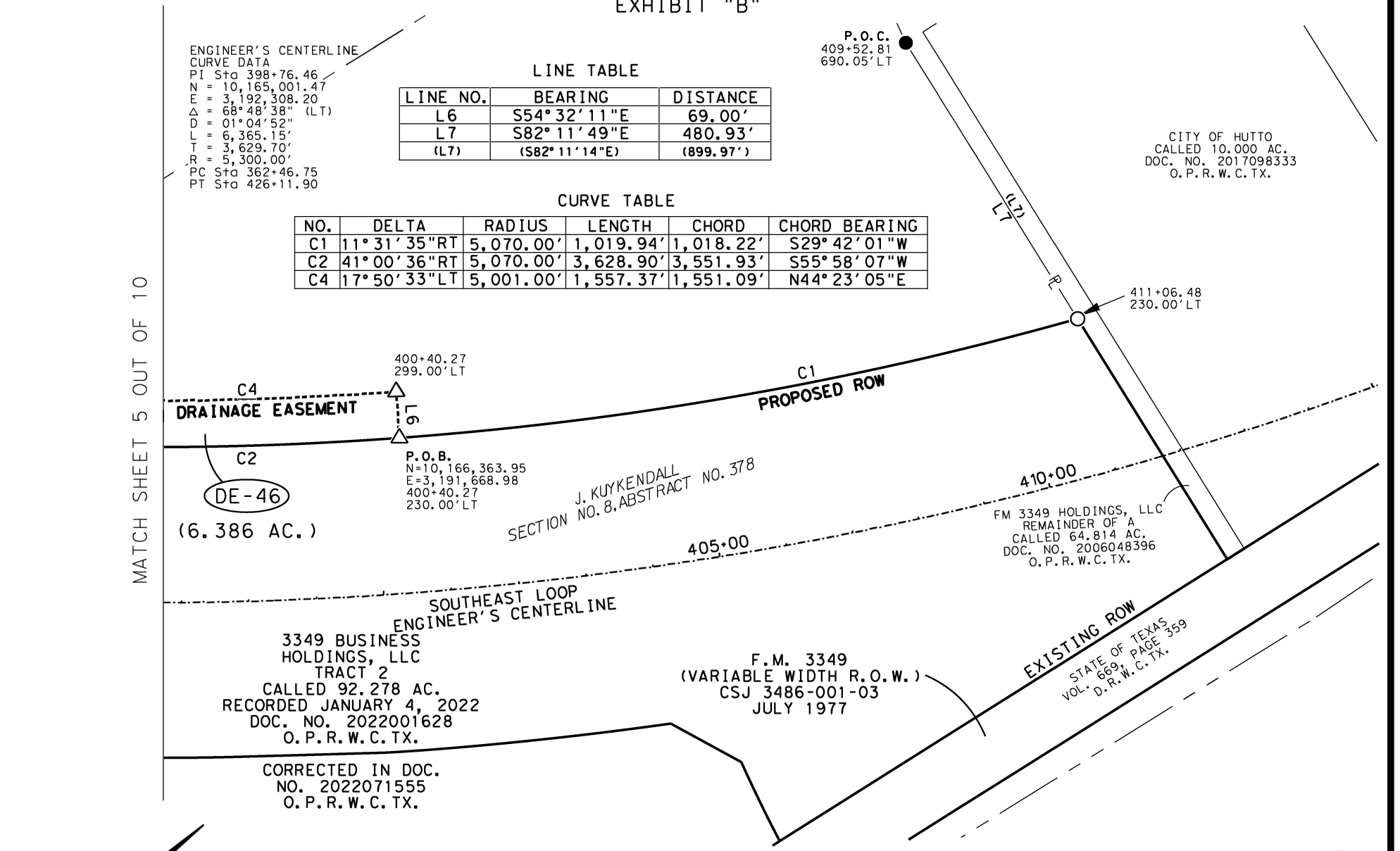
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear 9/29/22
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas



EXHIBIT "B"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L6	S54°32'11"E	69.00'
L7	S82°11'49"E	480.93'
(L7)	(S82°11'14"E)	(899.97')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	11°31'35"RT	5,070.00'	1,019.94'	1,018.22'	S29°42'01"W
C2	41°00'36"RT	5,070.00'	3,628.90'	3,551.93'	S55°58'07"W
C4	17°50'33"LT	5,001.00'	1,557.37'	1,551.09'	N44°23'05"E

REF. FIELD NOTE NO. 49083

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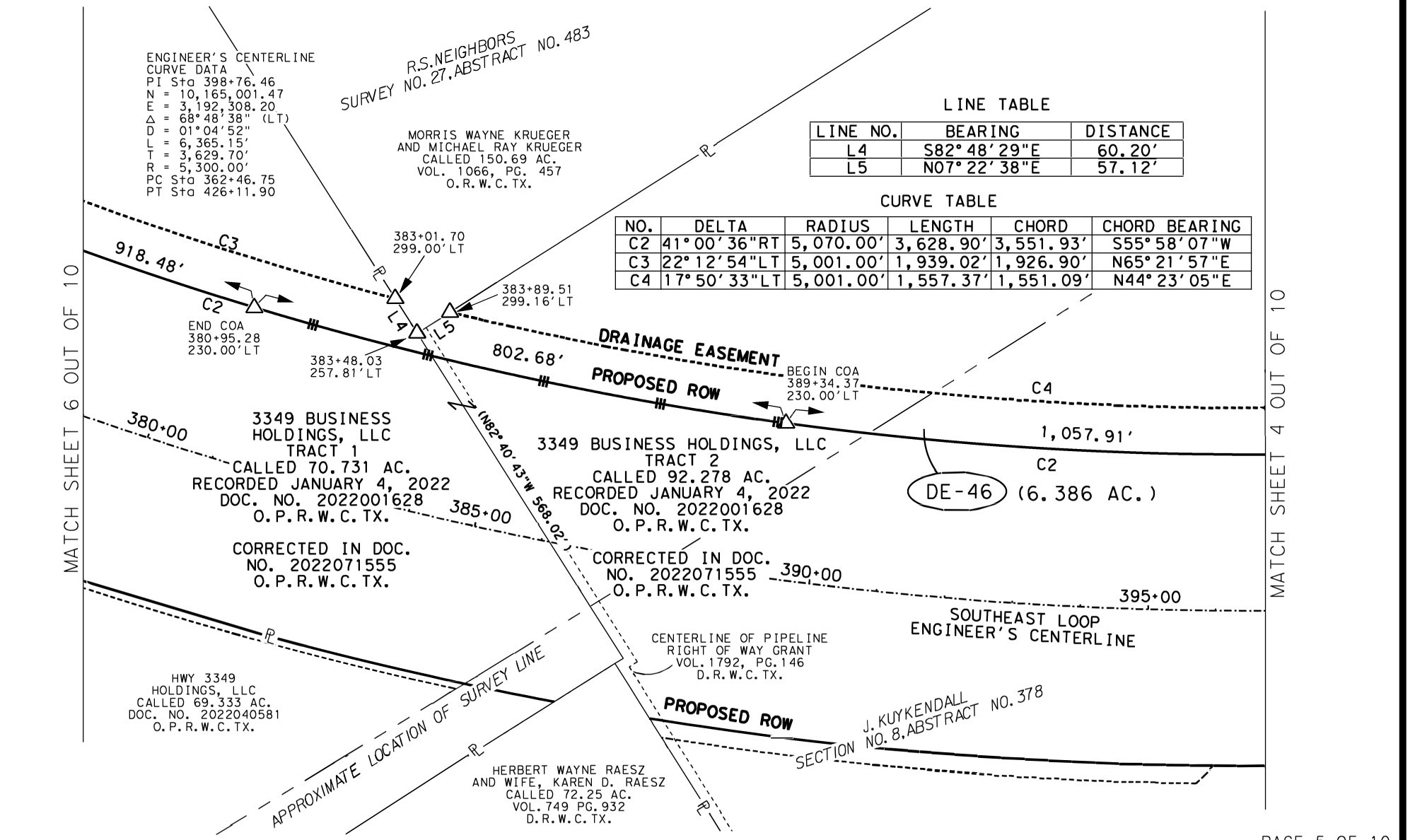
GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC.

SAM™
4801 Southwest Parkway
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DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
DE-46
6.386 AC. (278,174 SQ. FT.)

EXHIBIT "B"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	S82°48'29"E	60.20'
L5	N07°22'38"E	57.12'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	41°00'36"RT	5,070.00'	3,628.90'	3,551.93'	S55°58'07"W
C3	22°12'54"LT	5,001.00'	1,939.02'	1,926.90'	N65°21'57"E
C4	17°50'33"LT	5,001.00'	1,557.37'	1,551.09'	N44°23'05"E

REF. FIELD NOTE NO. 49083

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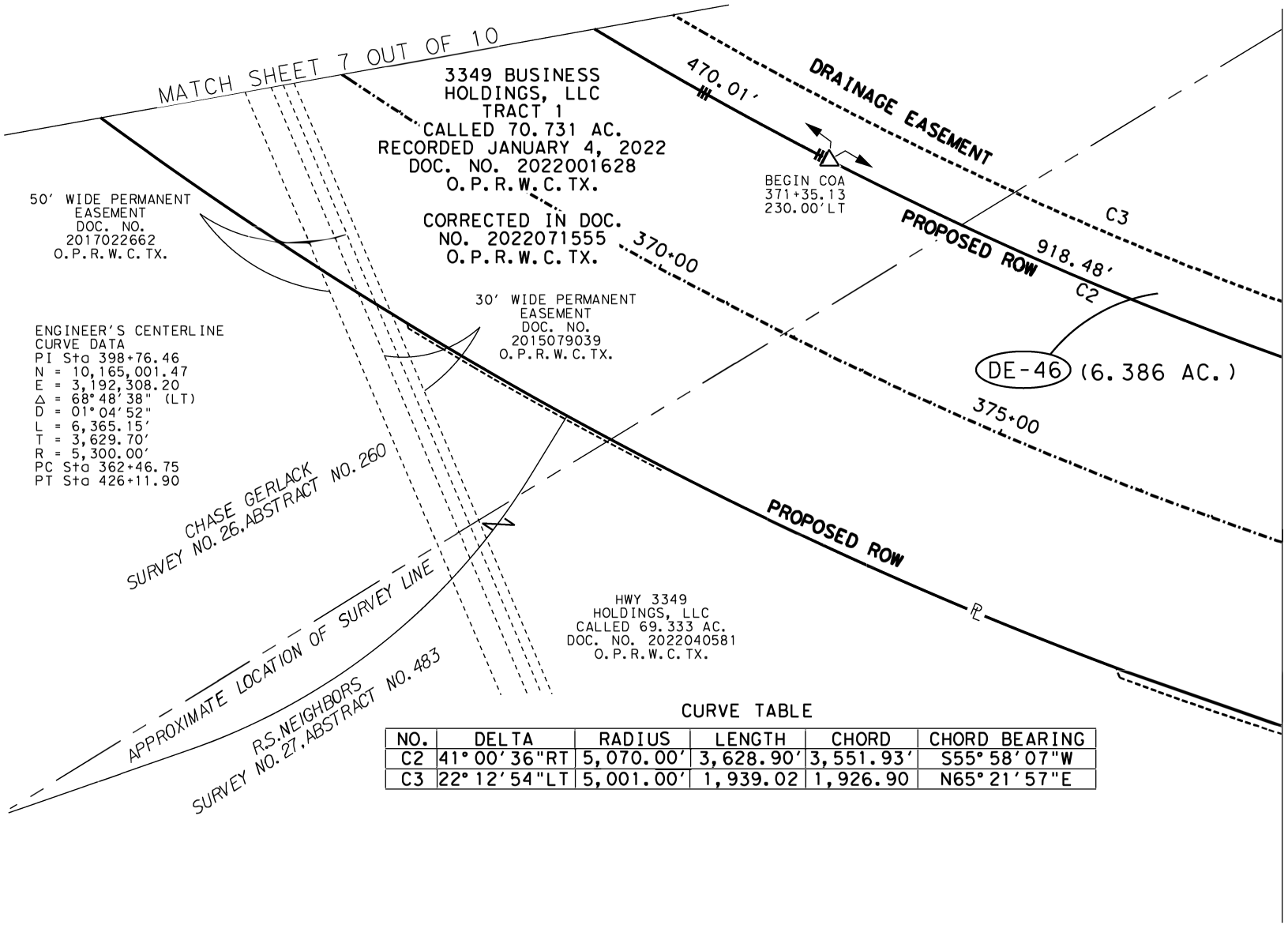
GRAPHIC SCALE
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WILLIAMSON COUNTY, TEXAS

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EXHIBIT "B"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	41°00'36"RT	5,070.00'	3,628.90'	3,551.93'	S55°58'07"W
C3	22°12'54"LT	5,001.00'	1,939.02	1,926.90	N65°21'57"E

REF. FIELD NOTE NO. 49083

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200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC. LEFT

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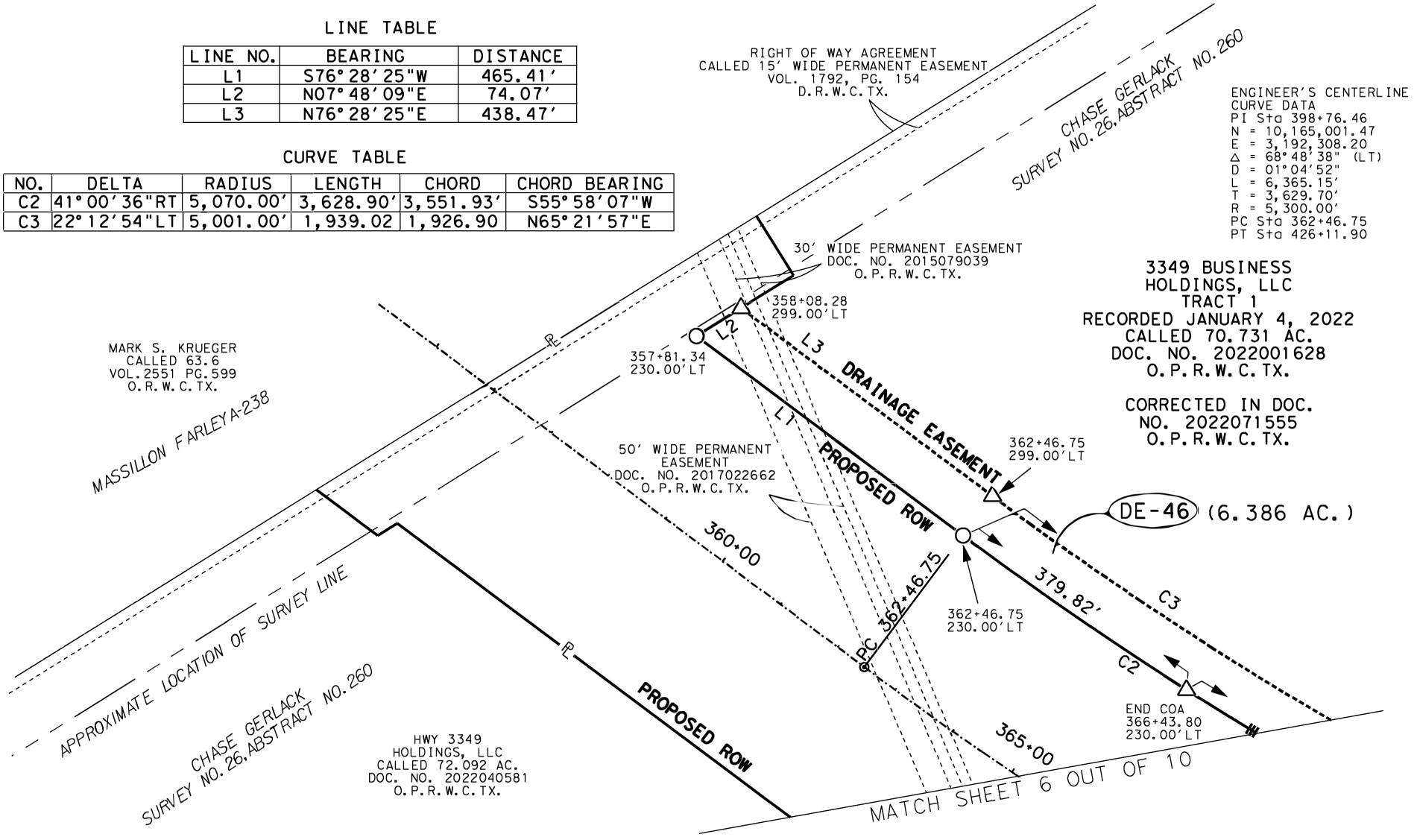
EXHIBIT "B"

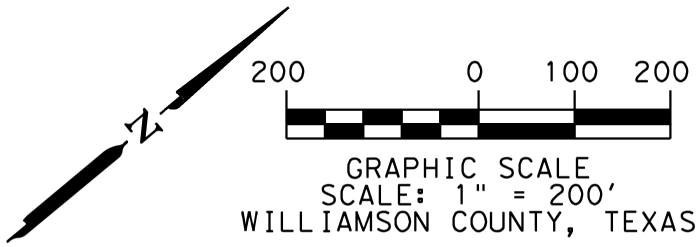
LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S76°28'25"W	465.41'
L2	N07°48'09"E	74.07'
L3	N76°28'25"E	438.47'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	41°00'36"RT	5,070.00'	3,628.90'	3,551.93'	S55°58'07"W
C3	22°12'54"LT	5,001.00'	1,939.02	1,926.90	N65°21'57"E





REF. FIELD NOTE NO. 49083

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46_DE\PLAT\02\DE-46_4.dgn

EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC.

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TAX ID: R442484, R624084, & R447759
DE-46
6.386 AC. (278,174 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-162378, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 22, 2022, AND ISSUED DATE JUNE 30, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 345, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 283, PAGE 26, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY SUPPLEMENTAL EASEMENT RECORDED IN DOCUMENT NO. 2011072901, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 367, PAGE 462, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 376, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING BY AND THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 384, PAGE 621, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

6. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 388, PAGE 253, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 410, PAGE 601, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 448, PAGE 565, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. A PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 582, PAGE 106, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

10. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS AS DESCRIBED IN VOLUME 608, PAGE 210, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

11. A CHANNEL/DRAINAGE EASEMENT GRANTED TO STATE OF TEXAS, ACTING BY AND THROUGH THE STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION AS DESCRIBED IN VOLUME 669, PAGE 347, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

12. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 705, PAGE 822, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

13. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 710, PAGE 74, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

14. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 711, PAGE 847, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

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19. A PIPELINE EASEMENT GRANTED TO KOCH REFINING COMPANY AS DESCRIBED IN VOLUME 1792, PAGE 146, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

20. A PIPELINE AND APPURTENANCES EASEMENT GRANTED TO KOCH REFINING COMPANY AS DESCRIBED IN VOLUME 1792, PAGE 154, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

21. A WATER DISTRIBUTION LINES AND APPURTENANCES EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018112441, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

22. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

23. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO. 92-275-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS OF RECORD IN VOLUME 2507, PAGE 187, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. AMENDMENT TO EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT NO. 2019013650, OFFICIAL PUBLIC, RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

24. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO. 92-252-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS, AND BEING FURTHER AFFECTED BY AMENDMENT RECORDED IN DOCUMENT NO. 2019013651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

25. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2015079039, OFFICIAL PUBLIC RECORDS, WILLIAMSONCOUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

REF. FIELD NOTE NO. 49083
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46_DE\PLAT\02\DE-46_2.dgn

EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC.

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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
DE-46
6.386 AC. (278,174 SQ. FT.)

26. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017022662, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY MEMORANDUM OF MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (SUBJECT TO IF APPLICABLE)

27. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

28. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

29. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

30. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

31. THE POLICY TO BE ISSUED DOES NOT GUARANTEE THAT THE SUBJECT PROPERTY HAS RIGHTS OF INGRESS AND EGRESS TO AND FROM A DEDICATED ROADWAY.

32. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49083
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46_DE\PLAT\02\DE-46_2.dgn

EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC.

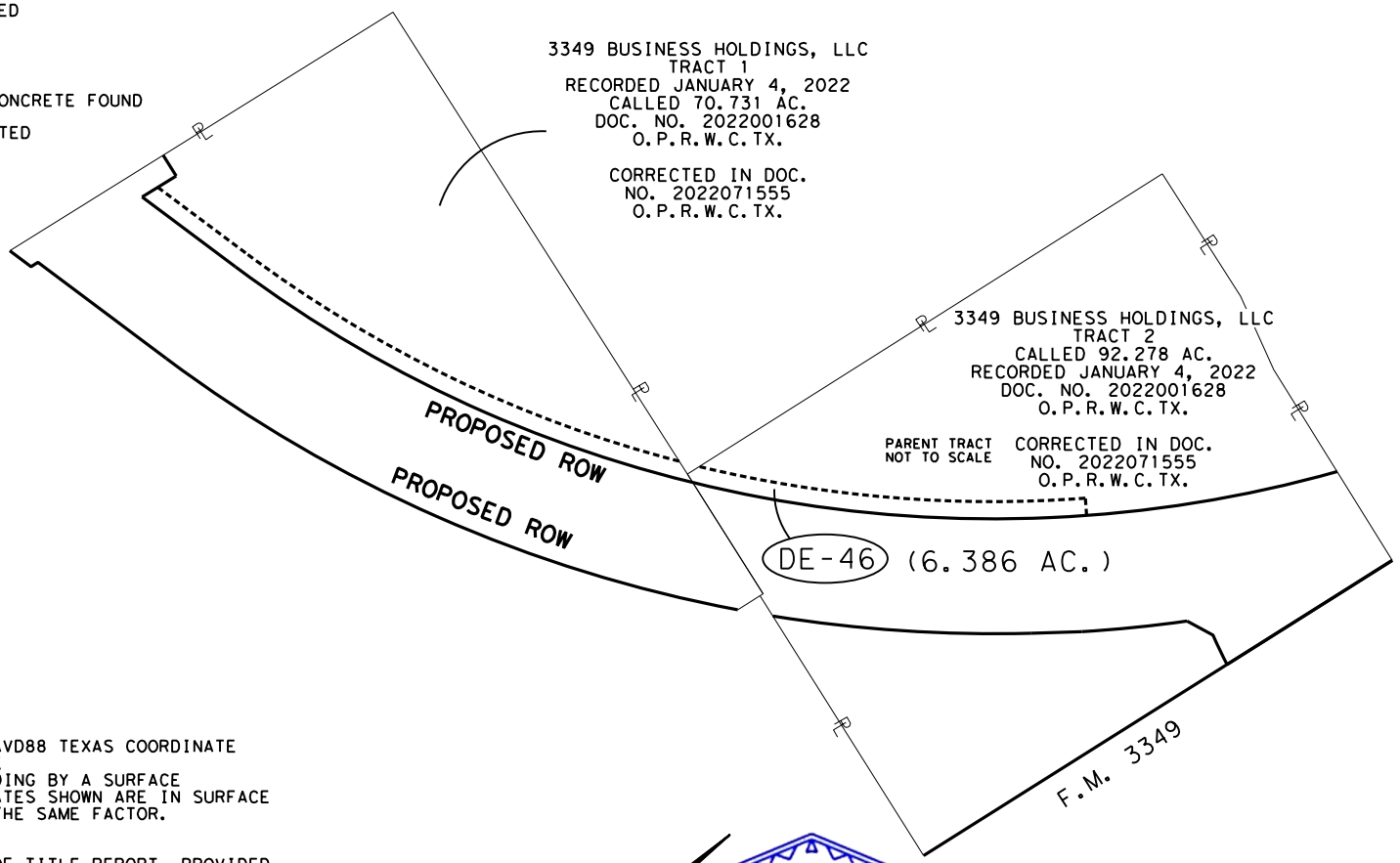
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LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/—	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "B"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-162378, EFFECTIVE DATE JUNE 22, 2022, AND ISSUED DATE JUNE 30, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/29/2022
DATE

REF. FIELD NOTE NO. 49083
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46_DE\PLAT\02\DE-46_2.dgn

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TAX ID: R442484, R624084, & R447759
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6.386 AC. (278,174 SQ. FT.)

EXHIBIT "C"

County: Williamson
Parcel No.: TCE-46
Tax ID: R442484, R357756, R624084
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 29, 2022

PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 46

DESCRIPTION OF A 0.466 ACRE (20,309 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 92.278 ACRE TRACT OF LAND, DESCIRBED AS TRACT 2 IN A DEED TO 3349 BUSINESS HOLDINGS, LLC, RECORDED JANUARY 4, 2022 IN DOCUMENT NO. 2022001628, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), AS CORRECTED IN DOCUMENT NO. 2022071555 O.P.R.W.C.TX., SAID 0.466 ACRE (20,309 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.39 on the east line of a called 69.333 acre tract, described in a deed to HWY 3349 Holding, LLC, recorded in Document No. 2022040581, O.P.R.W.C.TX., for the northwest corner of a called 96.742 acre tract of land, described in a deed to HWY 3349 Holdings LLC, recorded in Document No. 2021187894, O.P.R.W.C.TX., same being the southwest corner of a called 56.00 acre tract of land, described in a deed to Solidair Real Estate Investments LLC and Territorial Real Estate Investments LLC, recorded in Document No. 2021191178, O.P.R.W.C.TX. ;

THENCE N 07°24'47" E, with the common line of said of a called 69.333 acre tract and said 56.00 acre tract, a distance of 2,692.81 feet to a 5/8-inch iron rod found on the east line of a called 70.731 acre tract, described as Tract 1 in said deed to 3349 Business Holdings, LLC, recorded in Document No. 2022001628, O.P.R.W.C.TX., for the northwest corner of the remainder of a called 72.25 acre tract of land, described in a deed to Herbert Wayne Raesz and Wife, Karen D. Raesz, recorded in Volume 749, Page 932, Deed Records Williamson County, Texas (D.R.W.C.TX.) and an exterior ell corner of said 92.278 acre tract;

THENCE S 82°29'42" E, with the common line of said remainder of a called 72.25 acre tract and said 92.278 acre tract, a distance of 95.71 feet to a 5/8-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY" set (Surface Coordinates: N=10,165,139.78, E=3,191,176.54) 230.00 feet right of Southeast Loop E.C.S. 387+99.55 on the proposed south right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the easement described herein, said point being the beginning of a curve to the left;

1) **THENCE,** departing the common line of said remainder of a called 72.25 acre tract and said 92.278 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 92.278 acre tract, an arc distance of 834.02 feet, through a delta of 08°38'28", having a radius of 5,530.00 feet, and a chord that bears N 44°33'21" E, a distance of 833.23 feet to a calculated point 230.00 feet right of Southeast Loop E.C.S. 395+98.88, for the northeast corner of the easement described herein;

THENCE, departing the proposed south right-of-way line of said Southeast Loop, over and across said 92.278 acre tract, the following two (2) courses and distances numbered 2-3:

2) S 04°35'15" E, a distance of 35.38 feet to a calculated point 255.00 feet right of Southeast Loop E.C.S. 395+74.93, for the southeast corner of the easement described herein, said point being the beginning of a curve to the right, and

3) With said curve to the right, an arc distance of 790.71 feet, through a delta of 08°09'20", having a radius of 5,555.00 feet, and a chord that bears S 44°34'19" W, a distance of 790.04 feet to a calculated point 255.00 feet right of Southeast Loop E.C.S. 388+20.52 on the common line of said remainder of a called 72.25 acre tract and said 92.278 acre tract, for the southwest corner of the easement described herein;

4) **THENCE** N 82°29'42" W, with the common line of said 92.278 acre tract and said remainder of a called 72.25 acre tract, a distance of 33.26 feet to the **POINT OF BEGINNING**, and containing 0.466 acres (20,309 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinates shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

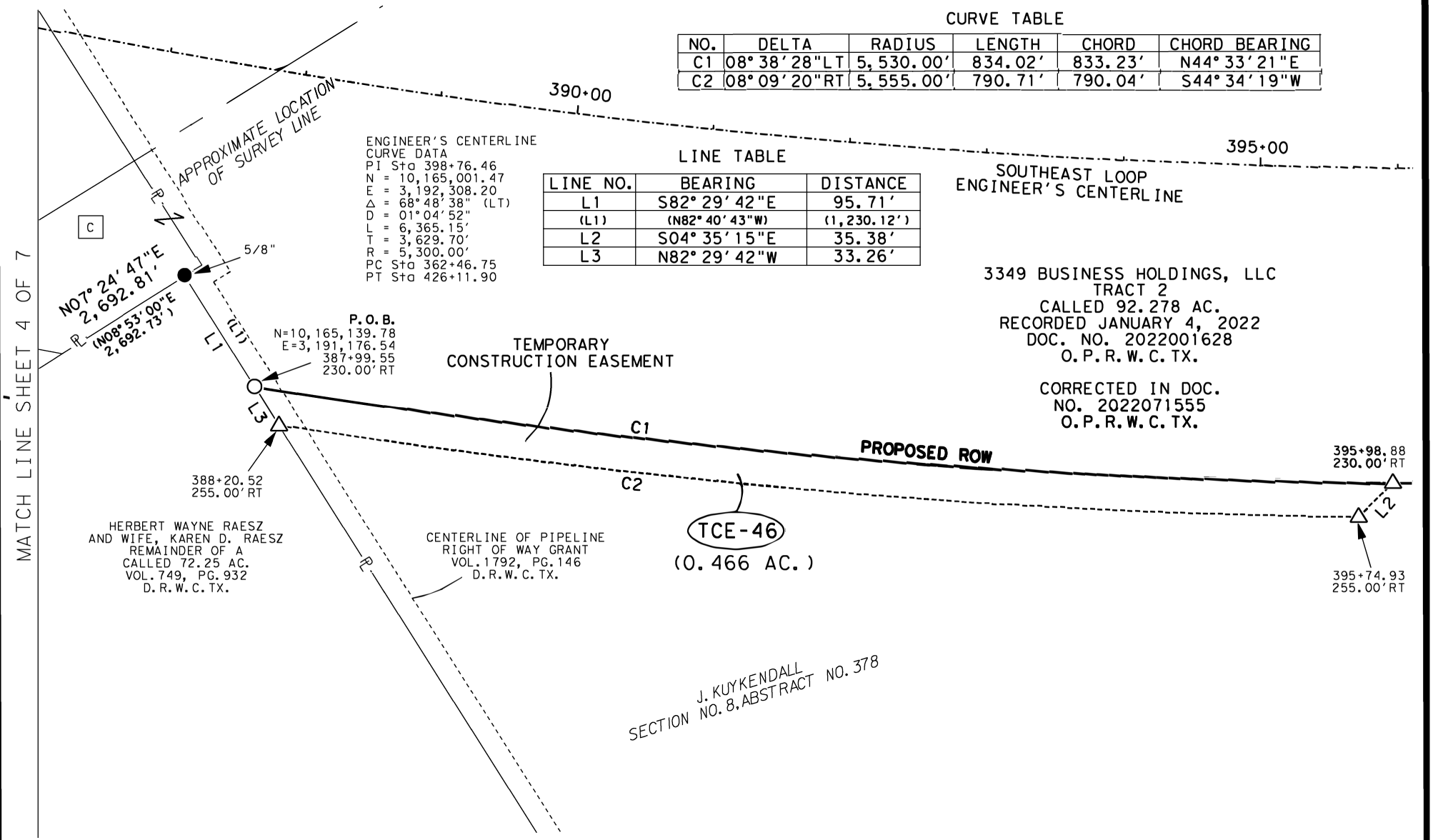
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 9/29/2022
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



EXHIBIT "C"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08°38'28"LT	5,530.00'	834.02'	833.23'	N44°33'21"E
C2	08°09'20"RT	5,555.00'	790.71'	790.04'	S44°34'19"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S82°29'42"E	95.71'
(L1)	(N82°40'43"W)	(1,230.12')
L2	S04°35'15"E	35.38'
L3	N82°29'42"W	33.26'

REF. FIELD NOTE NO. 49046

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46_TCE\PLAT\04\TCE-46.dgn

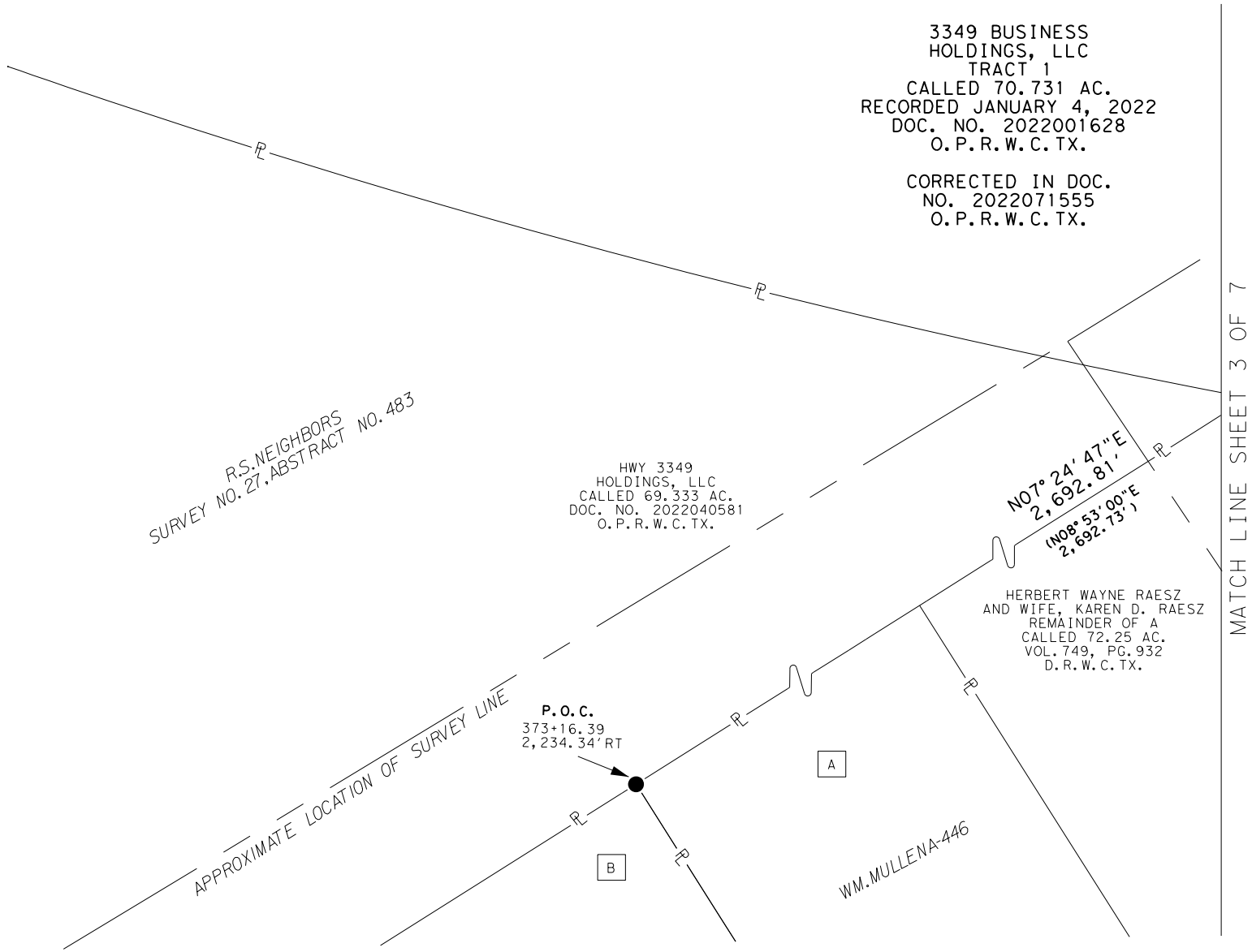
100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC.

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TEMPORARY CONSTRUCTION
EASEMENT SKETCH
SHOWING PROPERTY OF
3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
TCE-46
0.466 AC. (20,309 SQ. FT.)



REF. FIELD NOTE NO. 49046

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EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC.

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

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TAX ID: R442484, R624084, & R447759
TCE-46
0.466 AC. (20,309 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-162378, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 22, 2022, AND ISSUED DATE JUNE 30, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 345, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 283, PAGE 26, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY SUPPLEMENTAL EASEMENT RECORDED IN DOCUMENT NO. 2011072901, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 367, PAGE 462, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 376, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING BY AND THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 384, PAGE 621, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

6. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 388, PAGE 253, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 410, PAGE 601, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 448, PAGE 565, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. A PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 582, PAGE 106, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

10. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS AS DESCRIBED IN VOLUME 608, PAGE 210, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

11. A CHANNEL/DRAINAGE EASEMENT GRANTED TO STATE OF TEXAS, ACTING BY AND THROUGH THE STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION AS DESCRIBED IN VOLUME 669, PAGE 347, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

12. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 705, PAGE 822, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

13. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 710, PAGE 74, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

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18. A WATER LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 1539, PAGE 194, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

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21. A WATER DISTRIBUTION LINES AND APPURTENANCES EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018112441, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

22. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

23. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO. 92-275-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS OF RECORD IN VOLUME 2507, PAGE 187, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. AMENDMENT TO EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT NO. 2019013650, OFFICIAL PUBLIC, RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

24. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO. 92-252-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS, AND BEING FURTHER AFFECTED BY AMENDMENT RECORDED IN DOCUMENT NO. 2019013651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

25. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2015079039, OFFICIAL PUBLIC RECORDS, WILLIAMSONCOUNTY, TEXAS. (DOES NOT AFFECT)

REF. FIELD NOTE NO. 49046
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46_TCE\PLAT\04\TCE-46.dgn

EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC.

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
PARCEL 46
60.628 AC. (2,640,956 SQ. FT.)

26. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017022662, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY MEMORANDUM OF MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (DOES NOT AFFECT)

27. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

28. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

29. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

30. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

31. THE POLICY TO BE ISSUED DOES NOT GUARANTEE THAT THE SUBJECT PROPERTY HAS RIGHTS OF INGRESS AND EGRESS TO AND FROM A DEDICATED ROADWAY.

32. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49046
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46_TCE\PLAT\04\TCE-46.dgn

EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC.

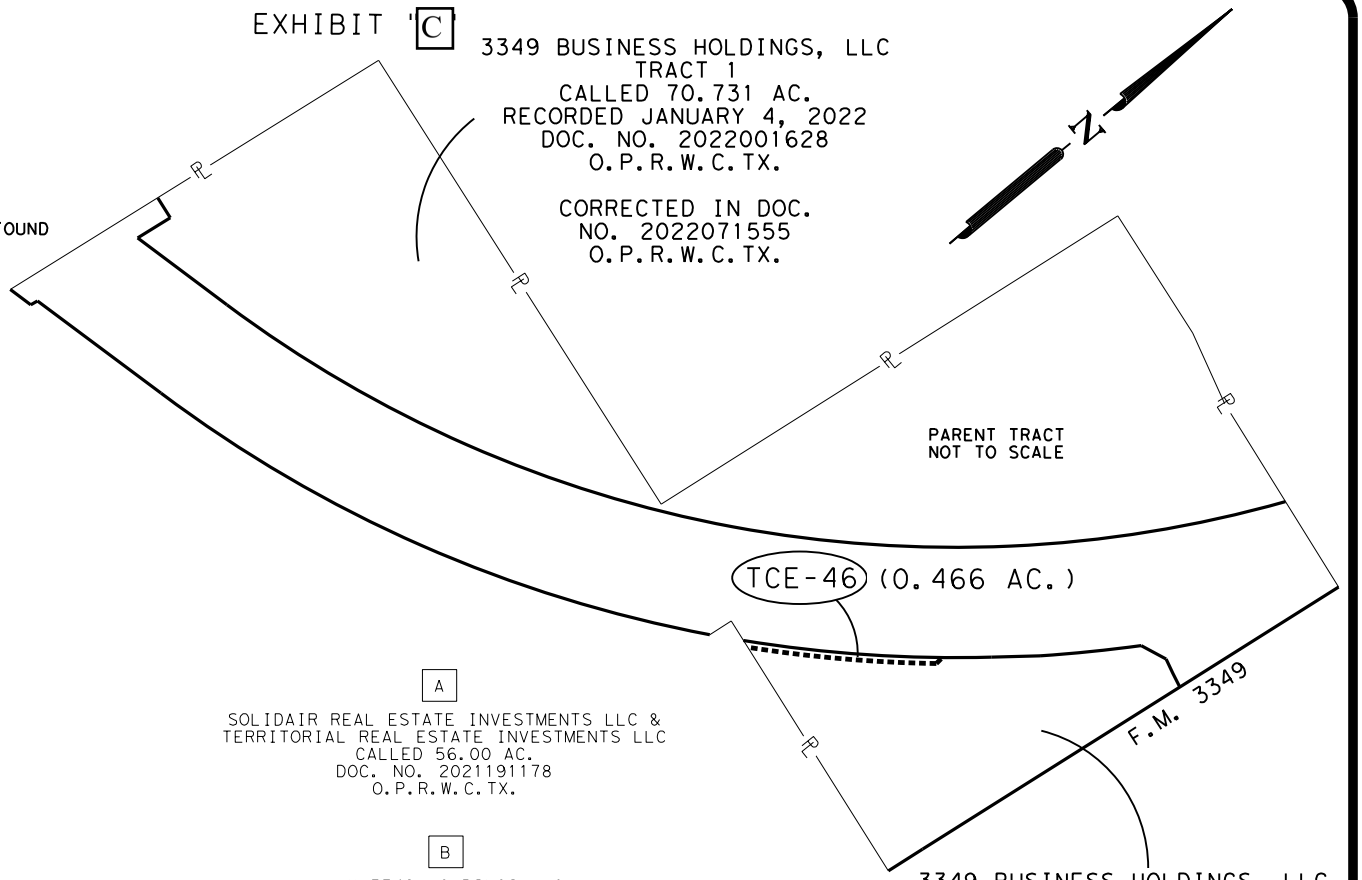
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
PARCEL 46
60.628 AC. (2,640,956 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

EXHIBIT 'C'



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/29/2022
DATE

REF. FIELD NOTE NO. 49046
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\46_TCE\PLAT\04\TCE-46.dgn

EXISTING	163.009 AC.	ACQUIRE	0.000 AC.	REMAINING	163.009 AC.

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION EASEMENT SKETCH
SHOWING PROPERTY OF
3349 BUSINESS HOLDINGS, LLC
TAX ID: R442484, R624084, & R447759
TCE-46
0.466 AC. (20,309 SQ. FT.)

Commissioners Court - Regular Session **96.**

Meeting Date: 06/27/2023

Economic Development Refunding 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 an economic development refunding agreement with The City of Hutto Economic Development Corporation Type B for the construction of Spine Road in connection with the Right Turn Lane for East Wilco Highway (FM 3349/Southeast Loop Segment 3). Funding Source: Road Bonds, P332.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:48 AM
Form Started By: Charlie Crossfield		Started On: 06/21/2023 10:20 AM
Final Approval Date: 06/22/2023		

ECONOMIC DEVELOPMENT REFUNDING AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B FOR FM 3349 AT US 79--HUTTO MEGASITE RIGHT-TURN LANE

This Economic Development Refunding Agreement ("Agreement") dated April 10, 2023 ("Effective Date") is hereby made by and between **Williamson County, Texas** a Texas political subdivision of the State of Texas (the "County"), and the **Hutto Economic Development Corporation Type B,** a Texas nonprofit corporation established pursuant to the Development Corporation Act, as codified in the Texas Local Government Code, as amended, and pursuant to the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended (the "HEDC"). The County and the HEDC may be referred to individually as "Party" and collectively as "Parties" for the purposes of this Agreement.

RECITALS

WHEREAS, the Board of Directors (the "Board") of the HEDC finds Section 501.103 of the Texas Local Government Code defines an authorized project for an economic development corporation to include "expenditures found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements; or (3) beach remediation along the Gulf of Mexico;" and

WHEREAS, the County seeks acquire, develop, and improve transportation infrastructure located within the City of Hutto and the County in order to grow the local, regional and state economy; and

WHEREAS, the County specifically desires to improve transportation infrastructure with the design and construction of a right turn lane for FM 3349 at US 79; and

WHEREAS, on or around January 26, 2023, the Board of the HEDC adopted Resolution No. R-2023-012, approving a funding agreement between the City of Hutto and the HEDC to construct a spine road at the Megasite (the "Megasite Spine Road Funding Agreement"); and

WHEREAS, on or around February 16, 2023, the City Council of the City of Hutto adopted Resolution No. R-2023-037, approving the Megasite Spine Road Funding Agreement; and

WHEREAS, on or around February 16, 2023, the City Council of the City of Hutto authorized the issuance of $12,000,000.00 in General Obligation Bonds, Series 2023, to fund roadway construction for the Spine Road at the Megasite; and

WHEREAS, the Board of Directors of the HEDC finds that the right turn lane onto the Megasite spine road is a component of the Megasite Spine Road Funding Agreement contemplated in the inclusion of the of the construction project; and

WHEREAS, the Board of Directors of the HEDC finds the general obligation bonds issued or to be issued to fund the construction of the Megasite Spine Road, included the funding of the right turn lane; and

WHEREAS, the Parties desire to authorize this Agreement to fund such transportation infrastructure; and

WHEREAS, the Board of the HEDC finds and the Parties agree the expenditures of funds provided and described in the Agreement are required and suitable to fund such transportation infrastructure; and

WHEREAS, the Board of the HEDC finds and the Parties agree such infrastructure is necessary to promote or develop new and expanded business; and

WHEREAS, the Board of the HEDC finds the expenditure of up to $600,000.00 is required and suitable to fund infrastructure necessary to develop street and related infrastructure improvements, enabling the improvement of transportation infrastructure in the City, thereby promoting and developing new and expanded business enterprises opportunities, pursuant to Texas Local Government Code Section 501.103; and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, and payments authorized herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as authorized by the Laws of the State of Texas, the Parties agree as follows:

ARTICLE 1
Recitals/Definitions

1.01 Recitals. The recitals referenced in this Agreement are incorporated herein for all purposes.

1.02 Definitions. As used in this Agreement, the following words and phrases shall have the meanings indicated:

"HEDC Grant" means the grant of funds to the County from the HEDC in accordance with this Agreement.

"Project" means the facilitation of the design and construction of a right turn lane onto FM 3349 at the approximate location shown on Exhibit "A" attached hereto, and the relocation of two existing easements (drainage easement held by Williamson County and a water easement held by Jonah SUD), if applicable.

ARTICLE 2
Term

The term of this Agreement ("Term") will commence on the Effective Date and terminate after the HEDC provides the HEDC Grant to the County, unless sooner terminated as provided herein.

ARTICLE 3
Grant

3.01 HEDC Grant. The current estimate for the Project is Six Hundred Thousand Dollars ($600,000). The County shall invoice the HEDC monthly for costs incurred for the Project with proof sufficient for the HEDC Board to verify the validity and necessity of such expenses. Upon approval by the HEDC Board of such proof, HEDC shall issue a payment for such expenses within 30 days of receipt of invoice. The HEDC's obligation pursuant to this HEDC Grant is limited to the actual incurred and HEDC Board-approved costs of up to $600,000.00.

3.02 Debt. Under no circumstances shall the obligations to the HEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

3.03 Current Revenue. The HEDC Grant payments will be paid solely from lawfully available funds that have been appropriated by the HEDC, as approved by the City Council of the City of Hutto.

3.04 Obligations of HEDC. The obligation of HEDC to provide the HEDC Grant is conditioned upon use of the funds in accordance with this Agreement.

3.05 ROW Acquisition. The HEDC and the County agree that the right-of-way for the Project will be dedicated to the County, free and clear of any liens.

ARTICLE 4
County Obligations

4.01 Project Design. The County shall be responsible for all costs associated with the preliminary and final design, construction management, utility coordination, environmental permitting and all other costs related to the design and permitting of the Project.

4.02 Construction Plans. The County shall submit to the HEDC, prior to contract award, al plans and specifications related to the Project for the Parties' mutual review and approval. Any changes or modifications to the plans will be submitted to the HEDC for review and approval prior to commencement of construction. The plans will meet TxDOT requirements for turn lanes.

4.03 Inspection. The HEDC may inspect all aspects of the Project during construction. Upon receipt of notification from the HEDC that the HEDC inspectors have determined that the construction is not in accordance with the approved Project plans, the County will identify the deficiency and adopt a corrective plan of construction in accordance with this Agreement.

4.04 Easement Relocation. The Parties recognize that there are two existing easements (drainage easement held by Williamson County and a water easement held by Jonah SUD) that may need to be relocated because of the Project. The County will be responsible for negotiation, design, construction and the preparation of all related documents and new surveys for the relocation of such easements.

ARTICLE 5
Miscellaneous

5.01 Amendment. This Agreement may be amended only by written amendment signed by both Parties.

5.02 Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Williamson County, Texas. Venue for any action concerning this Agreement shall lie in a state court of competent jurisdiction in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflicts of law rule or principle that might result in the application of laws of another jurisdiction.

5.03 Legal Construction. In the event any one or more of the provisions in this Agreement shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement.

5.04 Notices. All notices given with respect to this Agreement shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice; or (ii) if personally delivered, on the actual date of delivery; or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing; or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For County:

Bill Gravell
Williamson County Judge
710 S. Main St., Suite 101
Georgetown, TX 78626

For HEDC:

Attention Executive Director
Hutto Economic Development Corporation Type B
500 W. Live Oak St.
Hutto, TX 78634

5.05 Assignment. This Agreement is binding upon the Parties and their successors and assigns. This Agreement may not be assigned by either Party without the specific prior written consent of the other Party, which consent may be withheld at the sole discretion of the non-assigning Party.

5.06 Parties in Interest. Nothing in this Agreement shall entitle any party other than those stated herein to any claim, cause of action, remedy, or right of any kind.

5.07 Interpretation. Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, and will be interpreted in accordance with its terms without favor to any Party.

5.08 No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties.

5.09 Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination shall survive termination.

5.10 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

5.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.

5.12 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.13 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed in this Agreement.

HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B

By: _____
Don Carlson, Board Chair

ATTEST:

By: _____
Erin Clancy, Board Secretary

The **Hutto City Council** approved this Agreement and authorized its execution by the undersigned on June 15, 2023.

By: _____
James Earp, City Manager

ATTEST:

By: _____
Angela Lewis, City Secretary

THE CITY OF HUTTO
INCORPORATED 1911

WILLIAMSON COUNTY

_____
By: Bill Gravell, Jr., County Judge

ATTEST:

_____
Nancy Rister, County Clerk

US 79 AND FM 3349 INTERSECTION IMPROVEMENT PROJECT
HUTTO EDC SOUTHBOUND FRONTAGE ROAD RIGHT TURN LANE
TAYLOR, TX

CHANGE ORDER #2 PLANS
02/27/2023

PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION

PHILIP A. FULTON, PE
#73469

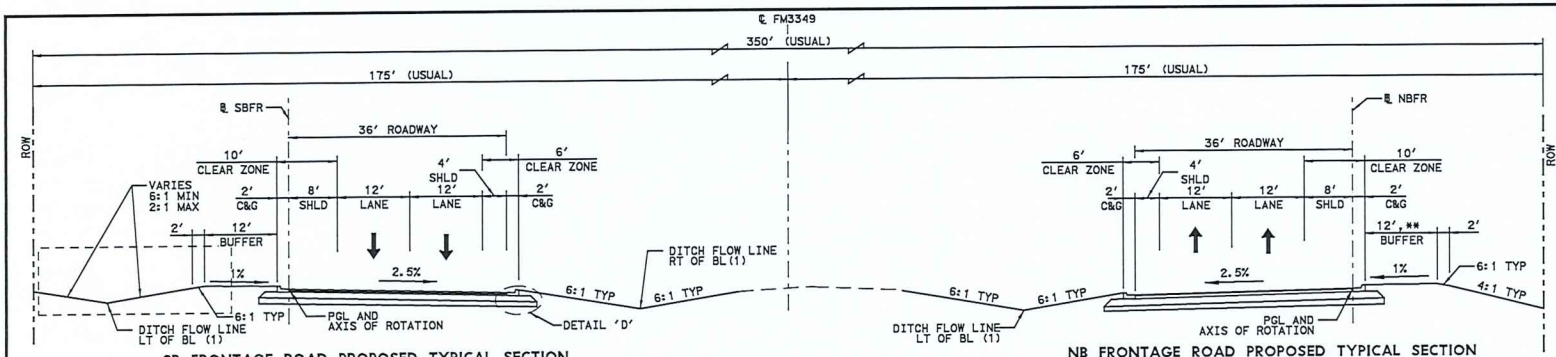
02/27/2023

WILLIAMSON COUNTY
1848

Texas Department of Transportation
© 2022 TxDOT

PREPARED BY:
HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

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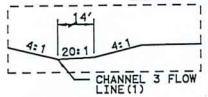
SB FRONTAGE ROAD PROPOSED TYPICAL SECTION

STA 2447+24 TO STA 2506+75
STA 2532+25 TO STA 2543+40

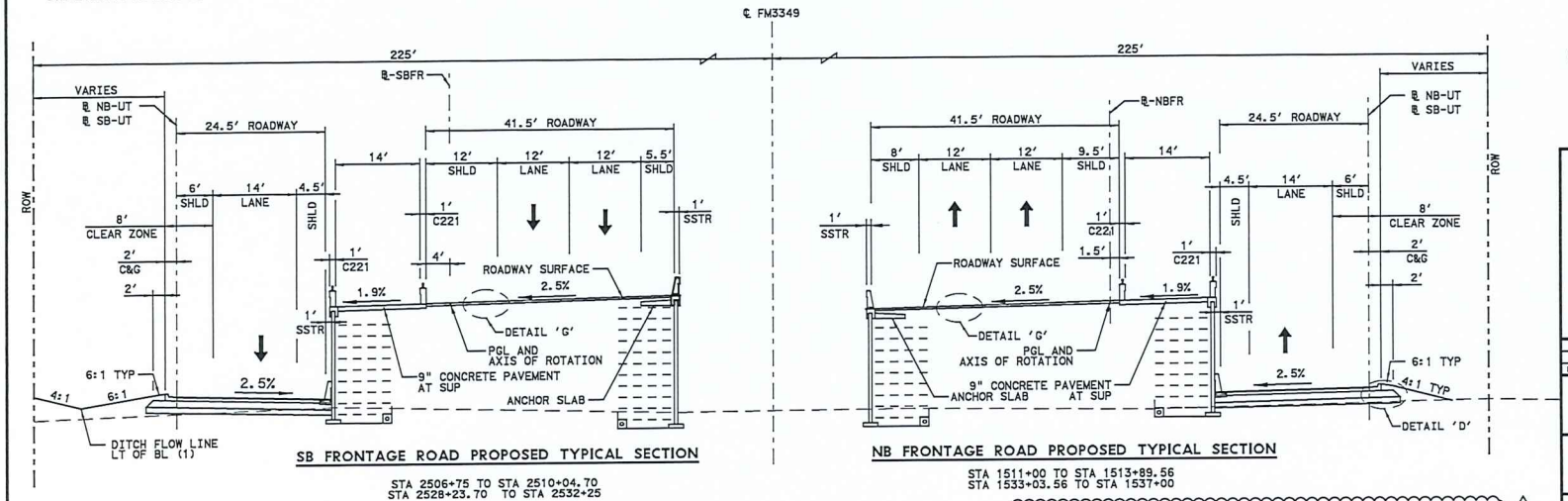
NB FRONTAGE ROAD PROPOSED TYPICAL SECTION

STA 1443+80 TO STA 1455+65
STA 1456+75 TO STA 1511+00

** 2' BUFFER FROM STA 1458+30 TO 1465+04,
4' BUFFER FROM STA 1478+60 TO 1501+00,
1.5' BUFFER FROM 1501+50 TO 1511+00



STA 2462+50 TO 2500+00



SB FRONTAGE ROAD PROPOSED TYPICAL SECTION

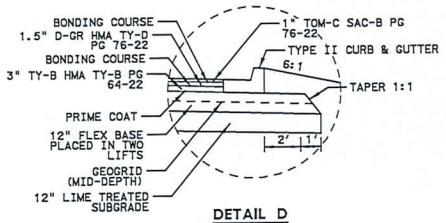
STA 2506+75 TO STA 2510+04.70
STA 2528+23.70 TO STA 2532+25

NB FRONTAGE ROAD PROPOSED TYPICAL SECTION

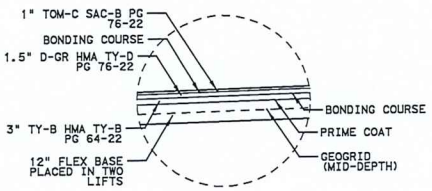
STA 1511+00 TO STA 1513+89.56
STA 1533+03.56 TO STA 1537+00

NOTE:

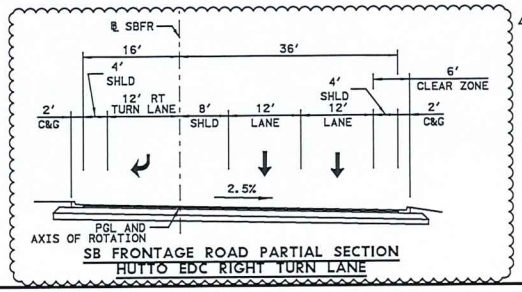
(1) SEE DRAINAGE PLAN AND PROFILE FOR DITCH ELEVATIONS AND DITCH FLOW CALCULATIONS TABLE FOR VARIANCES IN SIDE SLOPES.



DETAIL D



DETAIL G



SB FRONTAGE ROAD PARTIAL SECTION
HUTTO EDC RIGHT TURN LANE

PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION

PHILIP A. FULTON, PE #73469

02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

PROPOSED TYPICAL SECTIONS

SHEET 2 OF 5

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	14
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

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FM 3349-EARTHWORK QUANTITIES

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
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418+50	32	5
419+00	60	8
419+50	76	7
420+00	97	5
420+50	113	10
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422+00	157	94
422+50	189	151
423+00	184	215
423+50	230	264
424+00	298	272
424+50	344	302
425+00	317	529
425+50	258	721
426+00	267	700
426+50	246	772
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430+00	169	1177
430+50	179	1191
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432+00	286	941
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438+00	1396	225
438+50	1472	219
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442+50	1024	356
443+00	929	449
443+50	875	482
444+00	841	518
444+50	828	530
445+00	1363	537
445+50	1244	629
446+00	507	766
446+50	380	889
447+00	300	1049

FM 3349-EARTHWORK QUANTITIES (CONTINUED)

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
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448+50	115	1695
449+00	89	1886
449+50	107	1924
450+00	112	2146
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451+00	65	2679
451+50	82	2608
451+73	45	1091
452+00	66	1040
452+50	215	1439
452+83	287	854
453+00	215	453
453+50	683	1771
454+00	714	1903
454+50	707	1264
455+00	873	983
455+50	959	962
456+00	847	740
456+50	904	495
457+00	1002	329
457+50	1101	179
458+00	1159	138
458+50	1267	115
459+00	1416	50
459+50	1546	12
460+00	1680	15
460+50	1783	17
461+00	1619	18
461+50	1616	22
462+00	1761	23
462+50	1655	25
462+73	582	9
463+00	1023	7
463+09	587	2
463+50	2630	10
464+00	3113	12
464+50	3058	15
465+00	3033	19
465+50	2936	16
466+00	2745	14
466+27	1365	8
466+50	1038	7
467+00	2172	21
467+50	2112	26
468+00	2072	38
468+50	2001	47
469+00	1985	44
469+50	1996	43
470+00	1990	44
470+50	2021	33
471+00	1905	40
471+50	1833	52
472+00	1897	48
472+50	1844	55
473+00	1769	66
473+50	1705	72
474+00	1654	80

FM 3349-EARTHWORK QUANTITIES (CONTINUED)

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
474+50	1640	88
475+00	1718	80
475+50	1685	81
476+00	1601	96
476+50	1618	105
477+00	1602	114
477+50	1588	132
478+00	1596	189
478+50	1605	243
479+00	1545	239
479+50	1345	231
480+00	1381	209
480+50	1525	176
481+00	1480	156
481+50	1467	139
482+00	1446	127
482+50	1477	145
483+00	1685	124
483+50	1953	69
484+00	2292	61
484+50	2048	85
485+00	1539	109
485+50	1488	106
486+00	1430	102
486+50	1359	102
487+00	1331	101
487+50	1338	98
488+00	1321	99
488+50	1281	103
489+00	1248	105
489+50	1220	104
490+00	1196	102
490+50	1182	107
491+00	1162	120
491+50	1126	132
492+00	1082	147
492+50	1042	165
493+00	1010	184
493+50	979	201
494+00	946	218
494+50	899	249
495+00	842	284
495+50	791	314
496+00	762	337
496+50	741	351
497+00	709	356
497+50	661	358
498+00	619	366
498+50	588	389
499+00	557	420
499+50	435	463
500+00	317	476
500+50	325	460
501+00	365	453
501+50	402	456
502+00	435	464
502+50	478	453
503+00	532	425
503+50	593	391

FM 3349-EARTHWORK QUANTITIES (CONTINUED)

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
504+00	664	364
504+50	723	341
505+00	750	323
505+50	792	322
506+00	861	343
506+50	1175	383
507+00	1201	479
507+50	949	621
508+00	927	798
508+50	856	1039
509+00	755	1344
509+50	651	1603
509+69	230	612
510+00	327	937
510+09	63	355
510+50	250	1200
511+00	547	1089
511+50	671	970
512+00	818	736
512+50	951	520
513+00	1059	315
513+50	993	207
514+00	843	278
514+50	631	336
515+00	385	179
515+50	304	22
516+00	314	0
516+50	526	0
517+00	557	0
517+50	331	0
518+00	207	0
518+50	73	0
519+00	0	0
519+50	0	0
520+00	0	0
520+50	0	0
521+00	525	78
521+50	821	188
522+00	623	166
522+50	565	125
523+00	313	191
523+50	1062	132
524+00	1713	70
524+50	1388	104
525+00	1220	109
525+50	1042	165
526+00	902	222
526+50	834	192
527+00	877	142
527+50	941	119
528+00	931	77
528+39	690	48
528+50	182	76
528+73	365	401
529+00	389	547
529+50	739	836
530+00	733	592
530+50	861	397
531+00	1185	219

FM 3349-EARTHWORK QUANTITIES (CONTINUED)

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
531+50	1467	141
532+00	1706	134
532+50	1785	88
533+00	1723	68
533+50	2065	32
534+00	2278	16
534+50	2013	49
535+00	1875	64
535+50	1830	62
536+00	1846	54
536+50	1765	39
537+00	1605	26
537+50	1671	20
538+00	1714	29
538+50	1625	39
539+00	1536	49
539+50	1562	48
540+00	1748	47
540+50	1791	58
541+00	1639	69
541+50	1354	107
542+00	1134	115
542+50	1127	363
543+00	1150	724
543+50	1020	426
544+00	869	52
544+50	803	77
545+00	751	89
545+50	761	80
546+00	769	68
546+50	772	71
547+00	757	77
547+50	744	71
548+00	728	59

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

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

SHEET 7 OF 17

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	25
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

PLOT DRIVER: TXDOT_PDF_BW.pltdrv
USER: BHTORRES
FILE: FM3349-SUM-EARTHW01.dgn
PENTABLE: 1025450.tbl
DATE: 2/27/2023 TIME: 2:16:00 PM
SCALE: 1:1

SUMMARY OF ILLUMINATION QUANTITIES

PLAN SHEET NO.	STATION TO STATION	0416 6029	0432 6001	0610 6106	0610 6208	0610 6216	0618 6023	0618 6064	0620 6005	0620 6006	0620 6007	0620 6008	0624 6002	0628 6049
		DRILL SHAFT (RDWY ILL POLE) (30 IN)	RIPRAP (CONC) (4 IN)	IN RD IL (U/P) (TY 2) (150W EQ) LED	IN RD IL (TY SA) 40S-10 (250W EQ) LED	IN RD IL (TY SA) 40T-10 (250W EQ) LED	CONDT (PVC) (SCH 40) (2")	CONDT (RM) (1")	ELEC CONDR (NO.10) BARE	ELEC CONDR (NO.10) INSULATED	ELEC CONDR (NO.8) BARE	ELEC CONDR (NO.8) INSULATED	GROUND BOX TY A (122311)W/APRON	ELC SRV TY A 240/480 060 (NS) SS (T) SP (D)
		LF	CY	EA	EA	EA	LF	LF	LF	LF	LF	LF	EA	EA
ILLUMINATION SHEETS														
698	BEGIN TO 426+00	32	1.68			4	844				874	1748	1	
699	426+00 TO 437+00	24	1.61			3	1281				1316	2632	2	
700	437+00 TO 448+00	32	1.96			4	1543				1578	3156	2	1
701	481+00 TO 492+00	16	1.26	1		2	1075	1			1095	2190	2	1
702	492+00 TO 503+00	48	2.66			6	1768				1813	3626	3	1
703	503+00 TO 514+00	8	0.91		7	1	3668		2277	4554	3526	7052	2	
704	514+00 TO 525+00				7		3007		1316	2632	1841	3682		
705	525+00 TO 536+00	8	0.91		8	1	4180		2119	4238	2191	4382	2	1
706	536+00 TO 547+00	64	3.64			8	2370				2445	4890	4	1
707	547+00 TO 558+00	32	2.24			4	1339				1379	2758	3	
708	558+00 TO END	24	1.05			3	461				476	952		
709	UNDERPASS			8	4			518	578	1156				
710	UNDERPASS			8	1			475	535	1070				
ILLUMINATION TOTALS		288	17.92	16	27	36	23536	993	6825	13650	18534	37068	21	4
							1	1			1	1	1	

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

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

SHEET 13 OF 17

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRM	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
GRM	TEXAS	AUS	WILLIAMSON	31
CHECK	CONTROL	SECTION	JOB	
PKD	3486	01	008, ETC	
CHECK				
PKD				

PLOT DRIVER: TXDOT_PDF_BW.pltg
USER: GMARTIN
FILE: FM3349-Illustration Summary

PENTABLE: 1025455.tbl
DATE: 2/20/2023
TIME: 4:53:51 PM
SCALE: NOT TO SCALE

ITEM	DESCRIPTION	CO #2 DELTA QUANTITY	UNIT MEASURE
110 6001	EXCAVATION (ROADWAY)	958.00	CY
132 6047	EMBANKMENT (FINAL) (ORD COMP) (TY C1)	434.00	CY
160 6003	FURNISHING AND PLACING TOPSOIL (4")	3,530.00	SY
164 6035	DRILL SEEDING (PERM) (RURAL) (CLAY)	3,530.00	SY
169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	3,530.00	SY
169 6008	SOIL RETENTION BLANKETS (CL 2) (TY H)	(2,983.00)	SY
247 6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	799.20	CY
260 6011	LIME TRT (EXST MATL) (12")	2,400.00	SY
260 6043	LIME (HYD, COM OR QK) (SLURRY)	68.40	TON
310 6001	PRIME COAT (MULTI OPTION)	480.00	GAL
402 6001	TRENCH EXCAVATION PROTECTION	140.00	LF
432 6031	RIPRAP (STONE PROTECTION) (12 IN)	75.70	CY
462 6012	CONC BOX CULV (6FTX5FT)	280.00	LF
466 6182	WINGWALL (PW - 1) (HW=7 FT)	2.00	EA
529 6008	CONC CURB & GUTTER (TY II)	194.00	LF
618 6023	CONDT (PVC) (SCH 40) (2")	(106.00)	LF
620 6007	ELEC CONDR (NO.8) BARE	(106.00)	LF
620 6008	ELEC CONDR (NO.8) INSULATED	(212.00)	LF
644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	2.00	EA
666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	435.00	LF
666 6184	REFL PAV MRK TY II (W) (ARROW)	2.00	EA
666 6192	REFL PAV MRK TY II (W) (WORD)	2.00	EA
666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	435.00	LF
666 6342	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)	(424.00)	LF
672 6010	REFL PAV MRKR TY II-C-R	22.00	EA
3076 6001	D-GR HMA TY-B PG64-22	379.50	TON
3076 6048	D-GR HMA TY-D PG76-22	189.75	TON
3081 6008	TOM-C PG 76-22 SAC-B	127.60	TON
3084 6001	BONDING COURSE	396.00	GAL
5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	2,400.00	SY

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

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 #2

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	35B
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

SHEET 35B

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: BRTORRES
FILE: FM3349-SUM-SW3P01.dgn

PENTABLE: 1025455.tbl
DATE: 2/27/2023 TIME: 2:16:04 PM SCALE: 1:1

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	POST TYPE FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	POSTS 1 or 2	ANCHOR TYPE UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	MOUNTING DESIGNATION PREFABRICATED P = "Plain" T = "T" U = "U"	1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE TY N TY S
3of14	31	M3-1	NORTH	24X12	X		10BWG	1	SA	P		
		M1-6F	FM 3349	24X24	X							
	32	R1-1	STOP	36X36	X		10BWG	1	SA	P	BM	
	33	R1-1	STOP	36X36	X		10BWG	1	SA	P	BM	
	34	R1-1	STOP	36X36	X		10BWG	1	SA	P	BM	
4of14	1	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	2	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	3	D21-1TR	CR 132 →	54X12	X		10BWG	1	SA	T		
	4	W8-13aT	BRIDGE MAY ICE IN COLD WEATHER	36X36	X		10BWG	1	SA	T		
	5	-	SIGN OMITTED									
	6	R2-1	SPEED LIMIT 65	30X36	X		10BWG	1	SA	P		
5of14	1	W9-2TR	LANE ENDS MERGE RIGHT	36X36	X		10BWG	1	SA	T		
	2	W9-2TR	LANE ENDS MERGE RIGHT	36X36	X		10BWG	1	SA	T		
6of14	1	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	2	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
7of14	1	R2-1	SPEED LIMIT 65	30X36	X		10BWG	1	SA	P		
	2	R6-1L	ONE WAY	54X18	X		10BWG	1	SA	T		
	3	R6-1L	ONE WAY	54X18	X		10BWG	1	SA	P	BM	
		R1-1	STOP	36X36	X							
	4	R5-1	DO NOT ENTER	36X36	X		10BWG	1	SA	T		
	5	R5-1	DO NOT ENTER	36X36	X		10BWG	1	SA	T		
	6	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	7	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	8	M3-3	SOUTH	24X12	X		10BWG	1	SA	P		
		M1-6F	FM 3349	24X24	X							
	9	R5-1	DO NOT ENTER	36X36	X		10BWG	1	SA	T		
	10	R5-1	DO NOT ENTER	36X36	X		10BWG	1	SA	T		
	11	R6-1L	ONE WAY	54X18	X		10BWG	1	SA	P	BM	
		R1-1	STOP	36X36	X							
	12	R6-1L	ONE WAY	54X18	X		10BWG	1	SA	T		
	13	R3-7R	RIGHT LANE MUST TURN RIGHT	36X36	X		10BWG	1	SA	T		
	14	R3-7R	RIGHT LANE MUST TURN RIGHT	36X36	X		10BWG	1	SA	T		

PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION
PHILIP A. FULTON, PE #73409
02/27/2023

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For Installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS) Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

Texas Department of Transportation — Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

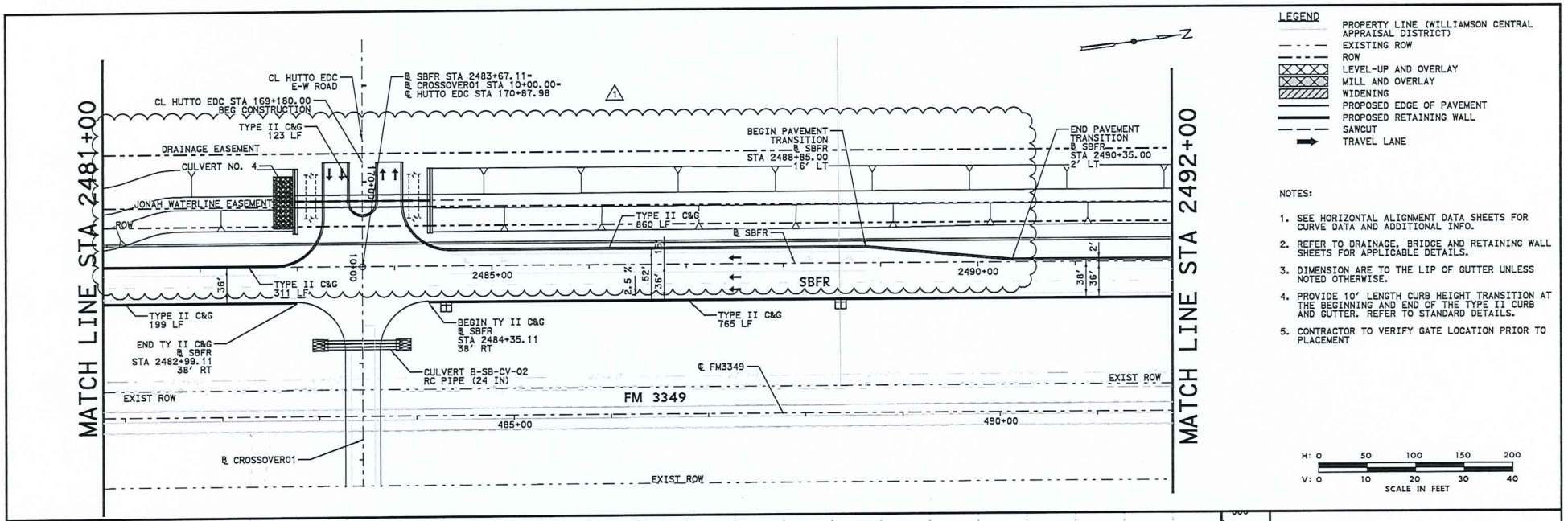
SOSS

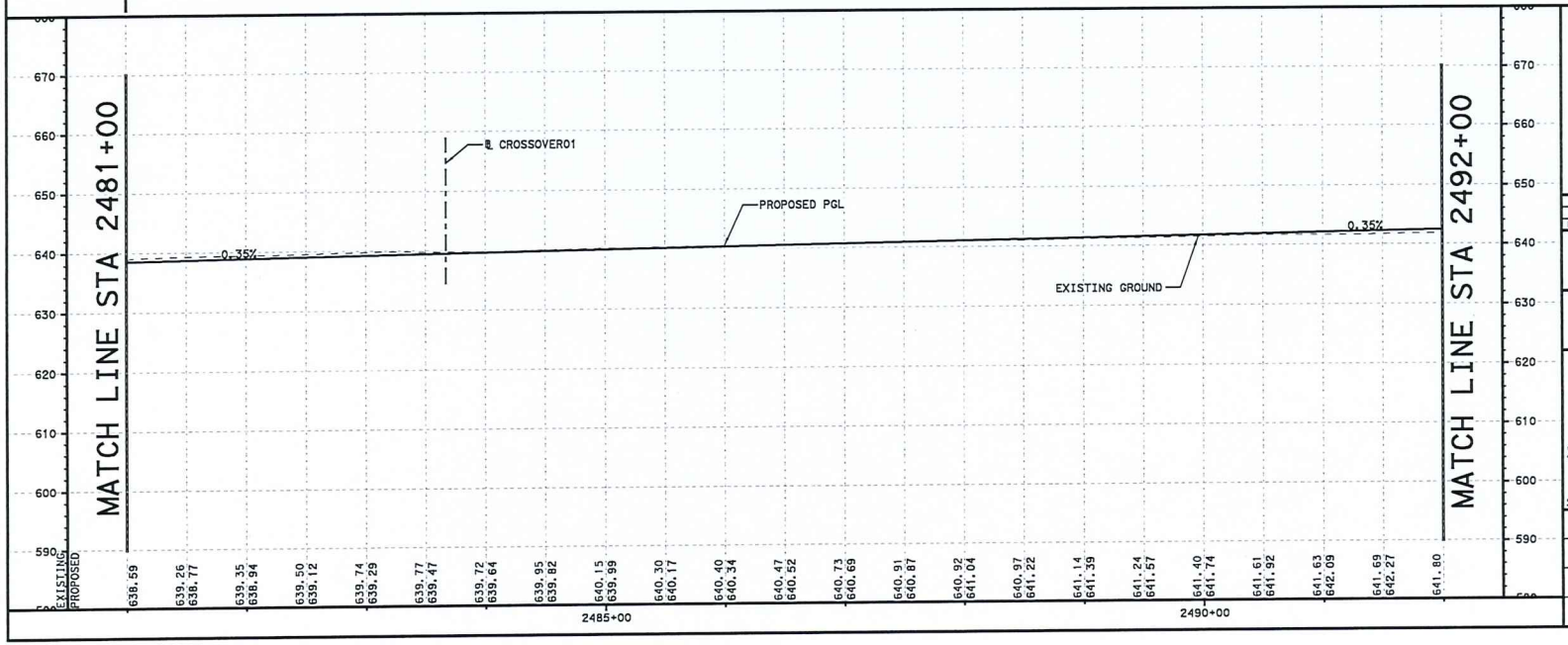
FILE:	sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS		3486	01	008, ETC	FM 3349
4-16		DIST	COUNTY		SHEET NO.
8-16		AUS	WILLIAMSON		39

18

DISCLAIMER:
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DATE: 2/27/2023 2:16:02 PM
FILE: sfile





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PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

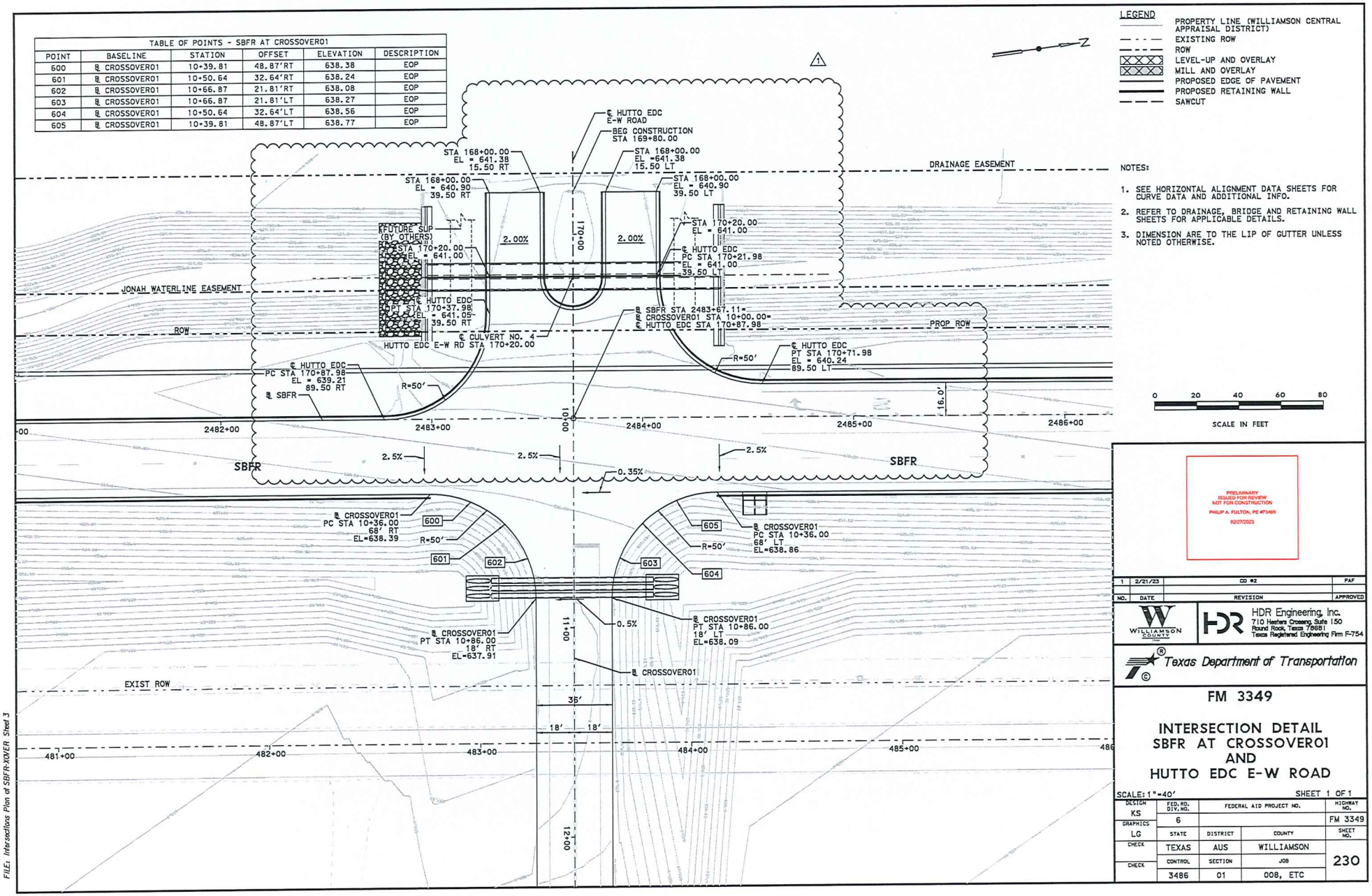
PLAN AND PROFILE SBFR STA 2481+00 TO STA 2492+00

SCALE: 1"=100' SHEET 7 OF 12

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	197
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: BRTORRES
FILE: SB Roadway Plan and Profile Sheet7
PENTABLE: 1025455.tbl
DATE: 2/27/2023 TIME: 2:56:16 PM
SCALE: H:100

TABLE OF POINTS - SBFR AT CROSSOVER01					
POINT	BASELINE	STATION	OFFSET	ELEVATION	DESCRIPTION
600	℄ CROSSOVER01	10+39.81	48.87'RT	638.38	EOP
601	℄ CROSSOVER01	10+50.64	32.64'RT	638.24	EOP
602	℄ CROSSOVER01	10+66.87	21.81'RT	638.08	EOP
603	℄ CROSSOVER01	10+66.87	21.81'LT	638.27	EOP
604	℄ CROSSOVER01	10+50.64	32.64'LT	638.56	EOP
605	℄ CROSSOVER01	10+39.81	48.87'LT	638.77	EOP



PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION
PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

INTERSECTION DETAIL SBFR AT CROSSOVER01 AND HUTTO EDC E-W ROAD

SCALE: 1"=40' SHEET 1 OF 1

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	230
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: BRTORRES
FILE: Intersections Plan at SBFR-XOVER Sheet 3
PENTABLE: I0254515.tbl
DATE: 2/27/2023 TIME: 2:59:59 PM
SCALE: 1=40

CHANNEL CULVERT 1 CL "℄ CHANNEL1"

	STATION	NORTHING	EASTING
Element: Linear			
POB ( )	94+61.06	10171323.214	3192914.549
PC ( )	96+50.01	10171287.059	3193100.006
Tangent Direction:	S 78°58'06.91" E		
Tangent Length:	188.9485		
Element: Circular			
PC ( )	96+50.01	10171287.059	3193100.006
PI ( )	96+66.23	10171283.954	3193115.931
CC ( )		10171188.907	3193080.871
PT ( )	96+82.18	10171275.974	3193130.058
Radius:	100.0000		
Delta:	18°25'55.29" Right		
Degree of Curvature(Arc):	57°17'44.81"		
Length:	32.1700		
Tangent:	16.2251		
Chord:	32.0314		
Middle Ordinate:	1.2908		
External:	1.3077		
Tangent Direction:	S 78°58'06.91" E		
Radial Direction:	S 11°01'53.09" W		
Chord Direction:	S 69°45'09.26" E		
Radial Direction:	S 29°27'48.38" W		
Tangent Direction:	S 60°32'11.62" E		
Element: Linear			
PT ( )	96+82.18	10171275.974	3193130.058
PC ( )	99+05.49	10171166.134	3193324.489
Tangent Direction:	S 60°32'11.62" E		
Tangent Length:	223.3115		
Element: Circular			
PC ( )	99+05.49	10171166.134	3193324.489
PI ( )	99+23.77	10171157.140	3193340.408
CC ( )		10171079.067	3193275.302
PT ( )	99+41.66	10171143.095	3193352.115
Radius:	100.0000		
Delta:	20°43'24.18" Right		
Degree of Curvature(Arc):	57°17'44.81"		
Length:	36.1691		
Tangent:	18.2843		
Chord:	35.9723		
Middle Ordinate:	1.6308		
External:	1.6578		
Tangent Direction:	S 60°32'11.62" E		
Radial Direction:	S 29°27'48.38" W		
Chord Direction:	S 50°10'29.53" E		
Radial Direction:	S 50°11'12.56" W		
Tangent Direction:	S 39°48'47.44" E		
Element: Linear			
PT ( )	99+41.66	10171143.095	3193352.115
POE ( )	100+00.00	10171098.279	3193389.472
Tangent Direction:	S 39°48'47.44" E		
Tangent Length:	58.3443		

CHANNEL CULVERT 2 CL "℄ CHANNEL2"

	STATION	NORTHING	EASTING
Element: Linear			
POB ( )	93+91.19	10171450.771	3192932.090
PC ( )	95+74.06	10171414.132	3193111.252
Tangent Direction:	S 78°26'32.24" E		
Tangent Length:	182.8704		
Element: Circular			
PC ( )	95+74.06	10171414.132	3193111.252
PI ( )	96+11.20	10171406.689	3193147.648
CC ( )		10171316.159	3193091.217
PT ( )	96+45.19	10171377.290	3193170.357
Radius:	100.0000		
Delta:	40°45'30.43" Right		
Degree of Curvature(Arc):	57°17'44.81"		
Length:	71.1369		
Tangent:	37.1484		
Chord:	69.6464		
Middle Ordinate:	6.2592		
External:	6.6771		
Tangent Direction:	S 78°26'32.24" E		
Radial Direction:	S 11°33'27.76" W		
Chord Direction:	S 58°03'47.03" E		
Radial Direction:	S 52°18'58.18" W		
Tangent Direction:	S 37°41'01.82" E		
Element: Linear			
PT ( )	96+45.19	10171377.290	3193170.357
PC ( )	99+21.51	10171158.611	3193339.272
Tangent Direction:	S 37°41'01.82" E		
Tangent Length:	276.3202		
Element: Circular			
PC ( )	99+21.51	10171158.611	3193339.272
PI ( )	99+23.37	10171157.140	3193340.408
CC ( )		10171219.741	3193418.412
PT ( )	99+25.23	10171155.713	3193341.598
Radius:	100.0000		
Delta:	2°07'45.62" Left		
Degree of Curvature(Arc):	57°17'44.81"		
Length:	3.7164		
Tangent:	1.8584		
Chord:	3.7162		
Middle Ordinate:	0.0173		
External:	0.0173		
Tangent Direction:	S 37°41'01.82" E		
Radial Direction:	S 52°18'58.18" W		
Chord Direction:	S 38°44'54.63" E		
Radial Direction:	S 50°11'12.56" W		
Tangent Direction:	S 39°48'47.44" E		
Element: Linear			
PT ( )	99+25.23	10171155.713	3193341.598
POE ( )	100+00.00	10171098.279	3193389.472
Tangent Direction:	S 39°48'47.44" E		
Tangent Length:	74.7702		

CHANNEL CULVERT 3 CL "℄ CHANNEL3" CONTINUED

	STATION	NORTHING	EASTING
Element: Linear			
PT ( )	88+27.57	10172114.921	3193184.502
PC ( )	94+11.58	10171536.437	3193104.297
Tangent Direction:	262.1°		
Tangent Length:	584.0175		
Element: Circular			
PC ( )	94+11.58	10171536.437	3193104.297
PI ( )	94+74.60	10171474.015	3193095.643
CC ( )		10171515.837	3193252.876
PT ( )	95+30.91	10171424.142	3193134.167
Radius:	150.0000		
Delta:	45.6° Left		
Degree of Curvature(Arc):	38.2°		
Length:	119.3212		
Tangent:	63.0193		
Chord:	116.2000		
Middle Ordinate:	11.7090		
External:	12.7004		
Tangent Direction:	262.1°		
Radial Direction:	172.1°		
Chord Direction:	284.9°		
Radial Direction:	217.7°		
Tangent Direction:	307.7°		
Element: Linear			
PT ( )	95+30.91	10171424.142	3193134.167
PC ( )	98+66.43	10171158.611	3193339.272
Tangent Direction:	307.7°		
Tangent Length:	335.5216		
Element: Circular			
PC ( )	98+66.43	10171158.611	3193339.272
PI ( )	98+68.29	10171157.140	3193340.408
CC ( )		10171219.741	3193418.412
PT ( )	98+70.14	10171155.713	3193341.598
Radius:	100.0000		
Delta:	2.1° Left		
Degree of Curvature(Arc):	57.3°		
Length:	3.7164		
Tangent:	1.8584		
Chord:	3.7162		
Middle Ordinate:	0.0173		
External:	0.0173		
Tangent Direction:	307.7°		
Radial Direction:	217.7°		
Chord Direction:	308.7°		
Radial Direction:	219.8°		
Tangent Direction:	309.8°		
Element: Linear			
PT ( )	98+70.14	10171155.713	3193341.598
POE ( )	99+44.91	10171098.279	3193389.472
Tangent Direction:	309.8°		
Tangent Length:	74.7702		

CHANNEL CULVERT 3 CL "℄ CHANNEL3"

	STATION	NORTHING	EASTING
Element: Linear			
POB ( )	49+75.63	10175906.536	3193555.503
PC ( )	67+76.83	10174120.989	3193318.550
Tangent Direction:	262.4°		
Tangent Length:	1801.2015		
Element: Circular			
PC ( )	67+76.83	10174120.989	3193318.550
PI ( )	67+92.72	10174105.236	3193316.459
CC ( )		10174107.834	3193417.681
PT ( )	68+08.35	10174089.611	3193319.355
Radius:	100.0000		
Delta:	18.1° Left		
Degree of Curvature(Arc):	57.3°		
Length:	31.5192		
Tangent:	15.8914		
Chord:	31.3889		
Middle Ordinate:	1.2393		
External:	1.2548		
Tangent Direction:	262.4°		
Radial Direction:	172.4°		
Chord Direction:	271.5°		
Radial Direction:	190.5°		
Tangent Direction:	280.5°		
Element: Linear			
PT ( )	68+08.35	10174089.611	3193319.355
PC ( )	68+34.22	10174064.176	3193324.069
Tangent Direction:	280.5°		
Tangent Length:	25.8680		
Element: Circular			
PC ( )	68+34.22	10174064.176	3193324.069
PI ( )	68+50.27	10174048.393	3193326.994
CC ( )		10174045.952	3193225.743
PT ( )	68+66.05	10174032.489	3193324.833
Radius:	100.0000		
Delta:	18.2° Right		
Degree of Curvature(Arc):	57.3°		
Length:	31.8306		
Tangent:	16.0510		
Chord:	31.6964		
Middle Ordinate:	1.2638		
External:	1.2800		
Tangent Direction:	280.5°		
Radial Direction:	190.5°		
Chord Direction:	271.4°		
Radial Direction:	172.3°		
Tangent Direction:	262.3°		

CHANNEL CULVERT 3 CL "℄ CHANNEL3" CONTINUED

	STATION	NORTHING	EASTING
Element: Linear			
PT ( )	68+66.05	10174032.489	3193324.833
PC ( )	85+99.62	10172314.702	3193091.426
Tangent Direction:	262.3°		
Tangent Length:	1733.5713		
Element: Circular			
PC ( )	85+99.62	10172314.702	3193091.426
PI ( )	86+32.82	10172281.806	3193086.956
CC ( )		10172303.931	3193170.697
PT ( )	86+62.56	10172255.411	3193107.091
Radius:	80.0000		
Delta:	45.1° Left		
Degree of Curvature(Arc):	71.6°		
Length:	62.9363		
Tangent:	33.1983		
Chord:	61.3259		
Middle Ordinate:	6.1096		
External:	6.6148		
Tangent Direction:	262.3°		
Radial Direction:	172.3°		
Chord Direction:	284.8°		
Radial Direction:	217.3°		
Tangent Direction:	307.3°		
Element: Linear			
PT ( )	86+62.56	10172255.411	3193107.091
PC ( )	87+64.41	10172174.428	3193168.866
Tangent Direction:	307.3°		
Tangent Length:	101.8550		
Element: Circular			
PC ( )	87+64.41	10172174.428	3193168.866
PI ( )	87+97.74	10172147.931	3193189.078
CC ( )		10172125.907	3193105.260
PT ( )	88+27.57	10172114.921	3193184.502
Radius:	80.0000		
Delta:	45.2° Right		
Degree of Curvature(Arc):	71.6°		
Length:	63.1538		
Tangent:	33.3258		
Chord:	61.5266		
Middle Ordinate:	6.1514		
External:	6.6638		
Tangent Direction:	307.3°		
Radial Direction:	217.3°		
Chord Direction:	284.7°		
Radial Direction:	172.1°		
Tangent Direction:	262.1°		

PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION
PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CD #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

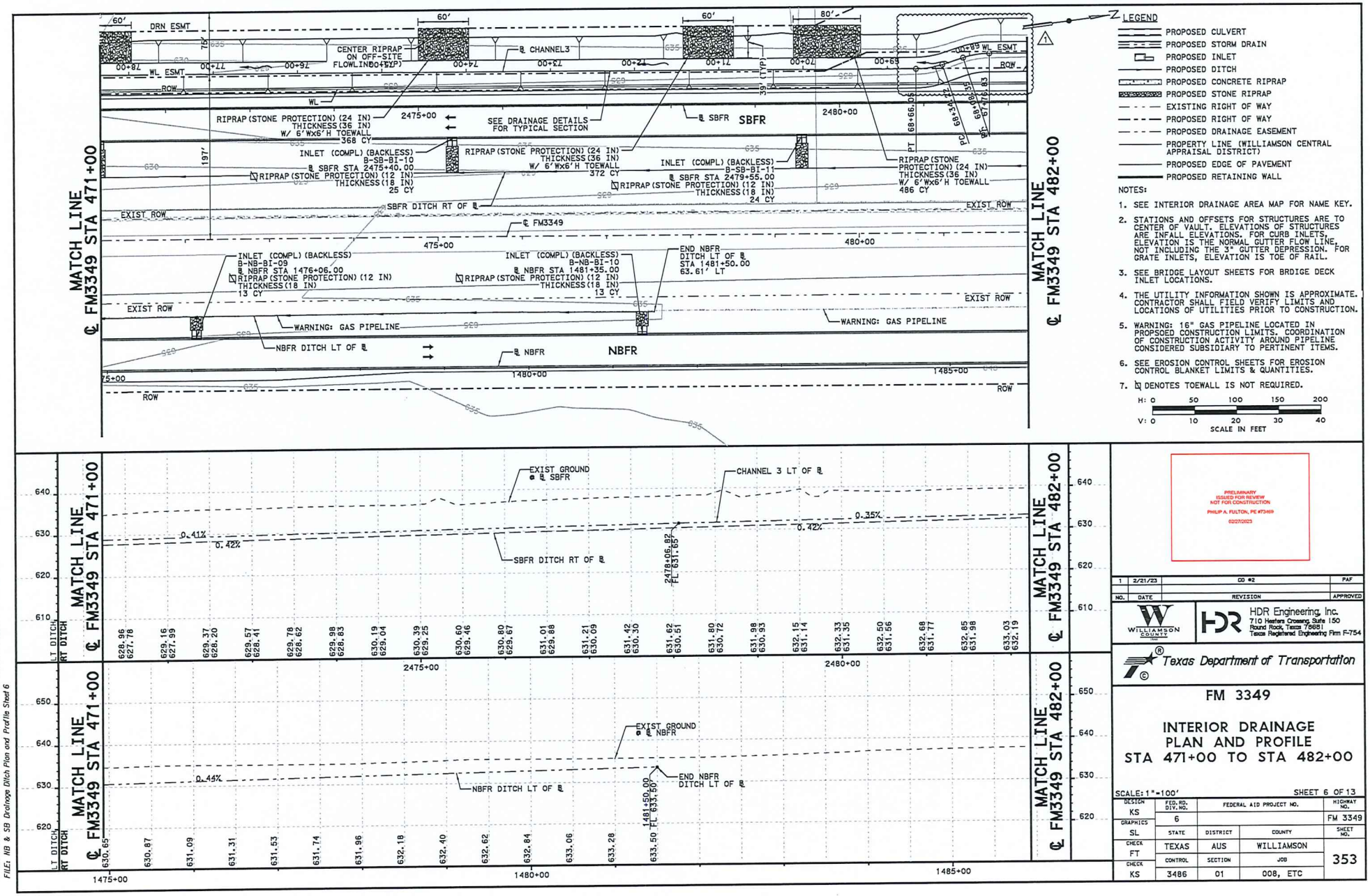
FM 3349

INTERIOR DRAINAGE ALIGNMENT DATA

SHEET 1 OF 2

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
JC	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
FR	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	346
BH				
CHECK	3486	01	008, ETC	
JC				

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USER: BRTORRES
FILE: Alignment Data
PENTABLE: 1025455.tbl
DATE: 2/27/2023 TIME: 2:52:21 PM
SCALE: 1:100



LEGEND

- PROPOSED CULVERT
- PROPOSED STORM DRAIN
- PROPOSED INLET
- PROPOSED DITCH
- PROPOSED CONCRETE RIPRAP
- PROPOSED STONE RIPRAP
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED DRAINAGE EASEMENT
- PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
- PROPOSED EDGE OF PAVEMENT
- PROPOSED RETAINING WALL

NOTES:

1. SEE INTERIOR DRAINAGE AREA MAP FOR NAME KEY.
2. STATIONS AND OFFSETS FOR STRUCTURES ARE TO CENTER OF VAULT. ELEVATIONS OF STRUCTURES ARE INFALL ELEVATIONS. FOR CURB INLETS, ELEVATION IS THE NORMAL GUTTER FLOW LINE, NOT INCLUDING THE 3" GUTTER DEPRESSION. FOR GRATE INLETS, ELEVATION IS TOE OF RAIL.
3. SEE BRIDGE LAYOUT SHEETS FOR BRDIGE DECK INLET LOCATIONS.
4. THE UTILITY INFORMATION SHOWN IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LIMITS AND LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
5. WARNING: 16" GAS PIPELINE LOCATED IN PROPSOED CONSTRUCTION LIMITS. COORDINATION OF CONSTRUCTION ACTIVITY AROUND PIPELINE CONSIDERED SUBSIDIARY TO PERTINENT ITEMS.
6. SEE EROSION CONTROL SHEETS FOR EROSION CONTROL BLANKET LIMITS & QUANTITIES.
7. ⊠ DENOTES TOEWALL IS NOT REQUIRED.

H: 0 50 100 150 200
V: 0 10 20 30 40
SCALE IN FEET

PRELIMINARY
ISSUED FOR REVIEW
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PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

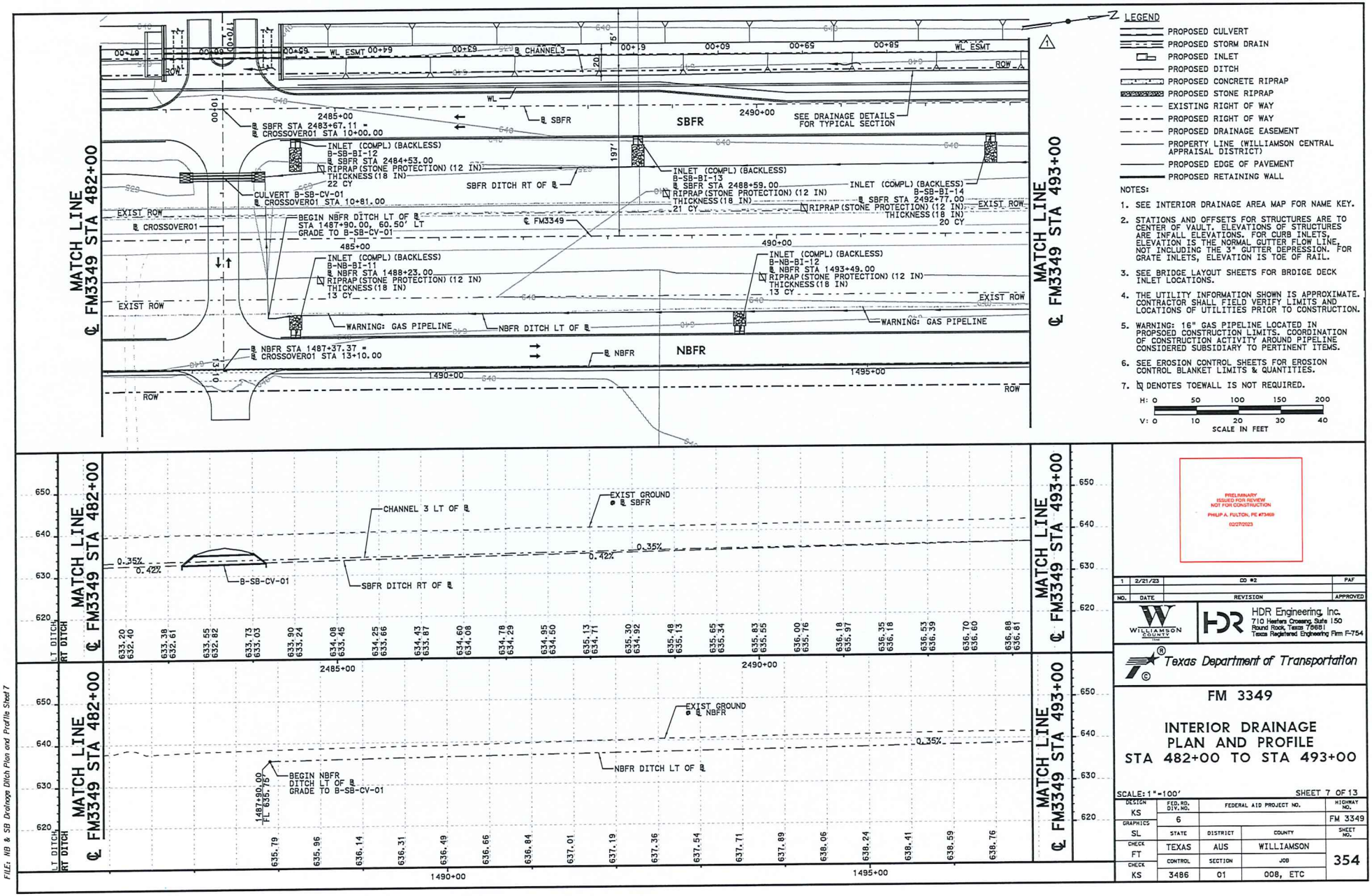
FM 3349

INTERIOR DRAINAGE PLAN AND PROFILE STA 471+00 TO STA 482+00

SCALE: 1"=100' SHEET 6 OF 13

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SL	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	353
FT	3486	01	008, ETC	
CHECK				
KS				

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USER: BRTORRES
FILE: NB & SB Drainage Ditch Plan and Profile Sheet 6
PENTABLE: 1025455.tbl
DATE: 2/27/2023 TIME: 2:46:33 PM SCALE: 1:100



LEGEND

- PROPOSED CULVERT
- PROPOSED STORM DRAIN
- PROPOSED INLET
- PROPOSED DITCH
- PROPOSED CONCRETE RIPRAP
- PROPOSED STONE RIPRAP
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED DRAINAGE EASEMENT
- PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
- PROPOSED EDGE OF PAVEMENT
- PROPOSED RETAINING WALL

NOTES:

1. SEE INTERIOR DRAINAGE AREA MAP FOR NAME KEY.
2. STATIONS AND OFFSETS FOR STRUCTURES ARE TO CENTER OF VAULT. ELEVATIONS OF STRUCTURES ARE INFALL ELEVATIONS. FOR CURB INLETS, ELEVATION IS THE NORMAL GUTTER FLOW LINE, NOT INCLUDING THE 3" GUTTER DEPRESSION. FOR GRATE INLETS, ELEVATION IS TOE OF RAIL.
3. SEE BRIDGE LAYOUT SHEETS FOR BRDIGE DECK INLET LOCATIONS.
4. THE UTILITY INFORMATION SHOWN IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LIMITS AND LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
5. WARNING: 16" GAS PIPELINE LOCATED IN PROPSOED CONSTRUCTION LIMITS. COORDINATION OF CONSTRUCTION ACTIVITY AROUND PIPELINE CONSIDERED SUBSIDIARY TO PERTINENT ITEMS.
6. SEE EROSION CONTROL SHEETS FOR EROSION CONTROL BLANKET LIMITS & QUANTITIES.
7. ⊠ DENOTES TOEWALL IS NOT REQUIRED.

H: 0 50 100 150 200
V: 0 10 20 30 40
SCALE IN FEET

PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION
PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

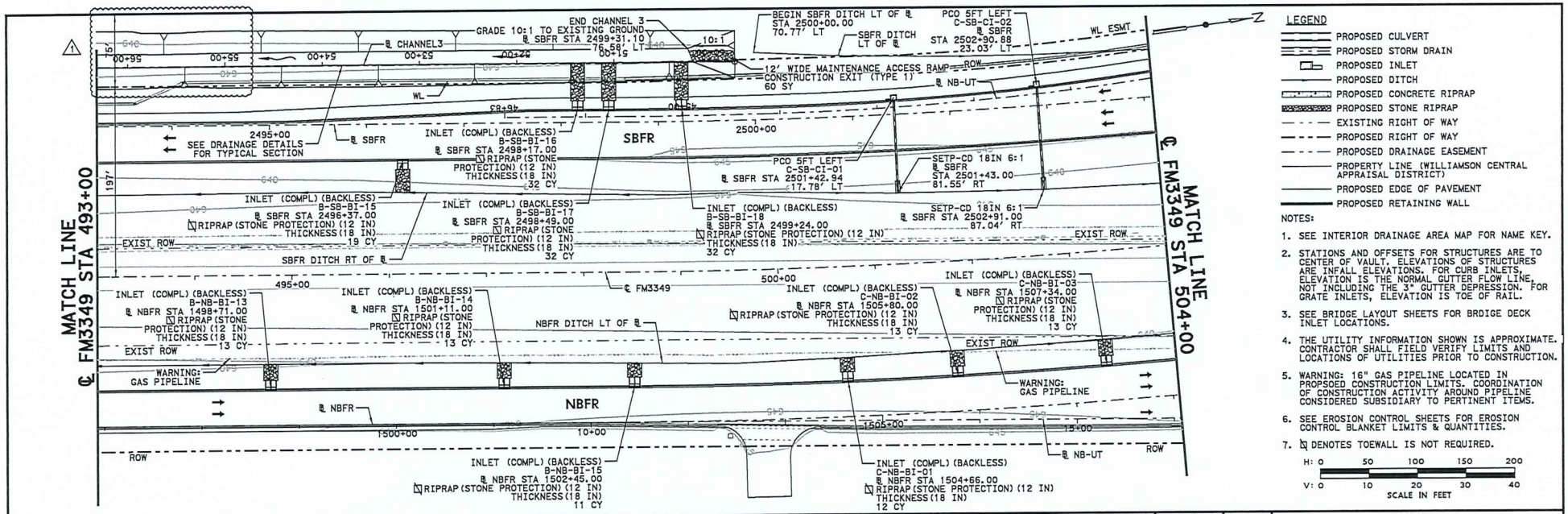
FM 3349

INTERIOR DRAINAGE PLAN AND PROFILE STA 482+00 TO STA 493+00

SCALE: 1"=100' SHEET 7 OF 13

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SL	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	354
FT	3486	01	008, ETC	
CHECK				
KS				

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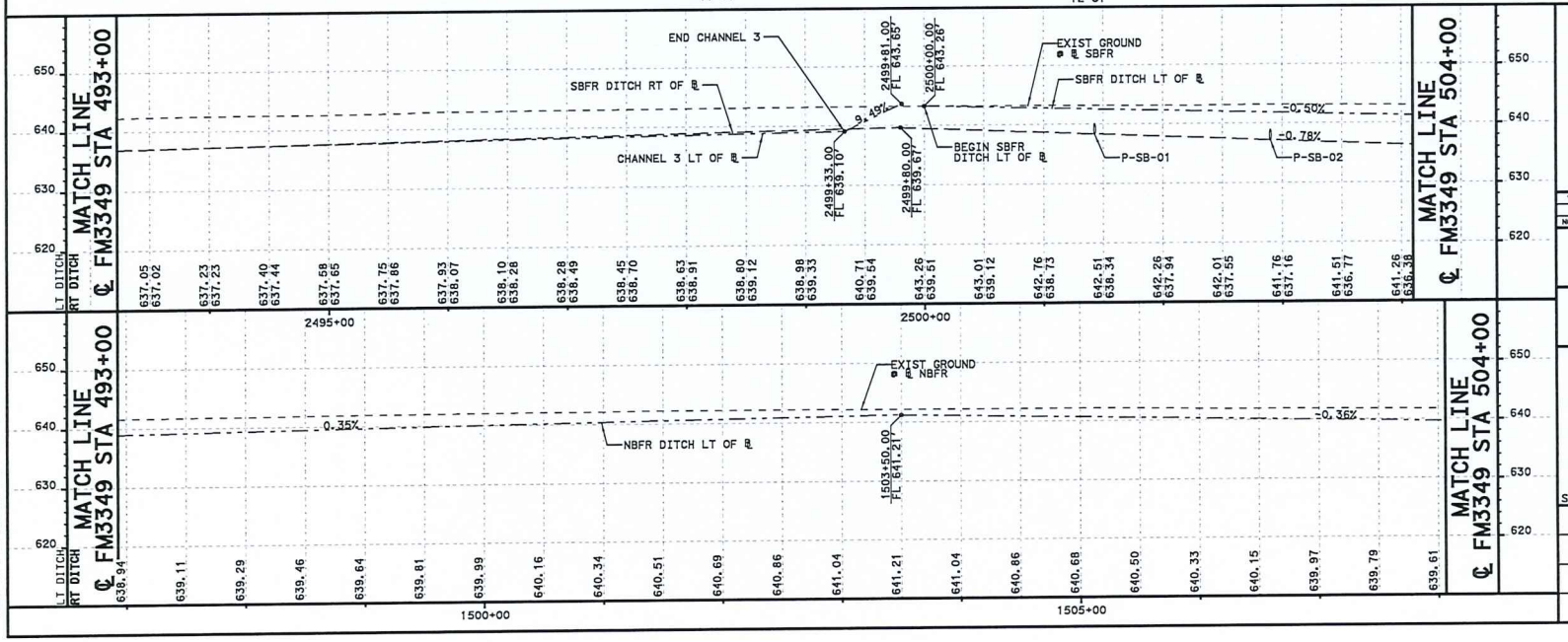


LEGEND

- PROPOSED CULVERT
- PROPOSED STORM DRAIN
- PROPOSED INLET
- PROPOSED DITCH
- PROPOSED CONCRETE RIPRAP
- PROPOSED STONE RIPRAP
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED DRAINAGE EASEMENT
- PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
- PROPOSED EDGE OF PAVEMENT
- PROPOSED RETAINING WALL

NOTES:

1. SEE INTERIOR DRAINAGE AREA MAP FOR NAME KEY.
2. STATIONS AND OFFSETS FOR STRUCTURES ARE TO CENTER OF VAULT. ELEVATIONS OF STRUCTURES ARE INFALL ELEVATIONS. FOR CURB INLETS, ELEVATION IS THE NORMAL GUTTER FLOW LINE, NOT INCLUDING THE 3" GUTTER DEPRESSION. FOR GRATE INLETS, ELEVATION IS TOE OF RAIL.
3. SEE BRIDGE LAYOUT SHEETS FOR BRDIGE DECK INLET LOCATIONS.
4. THE UTILITY INFORMATION SHOWN IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LIMITS AND LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
5. WARNING: 16" GAS PIPELINE LOCATED IN PROPSOED CONSTRUCTION LIMITS. COORDINATION OF CONSTRUCTION ACTIVITY AROUND PIPELINE CONSIDERED SUBSIDIARY TO PERTINENT ITEMS.
6. SEE EROSION CONTROL SHEETS FOR EROSION CONTROL BLANKET LIMITS & QUANTITIES.
7. ▨ DENOTES TOEWALL IS NOT REQUIRED.



PRELIMINARY
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PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CD #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

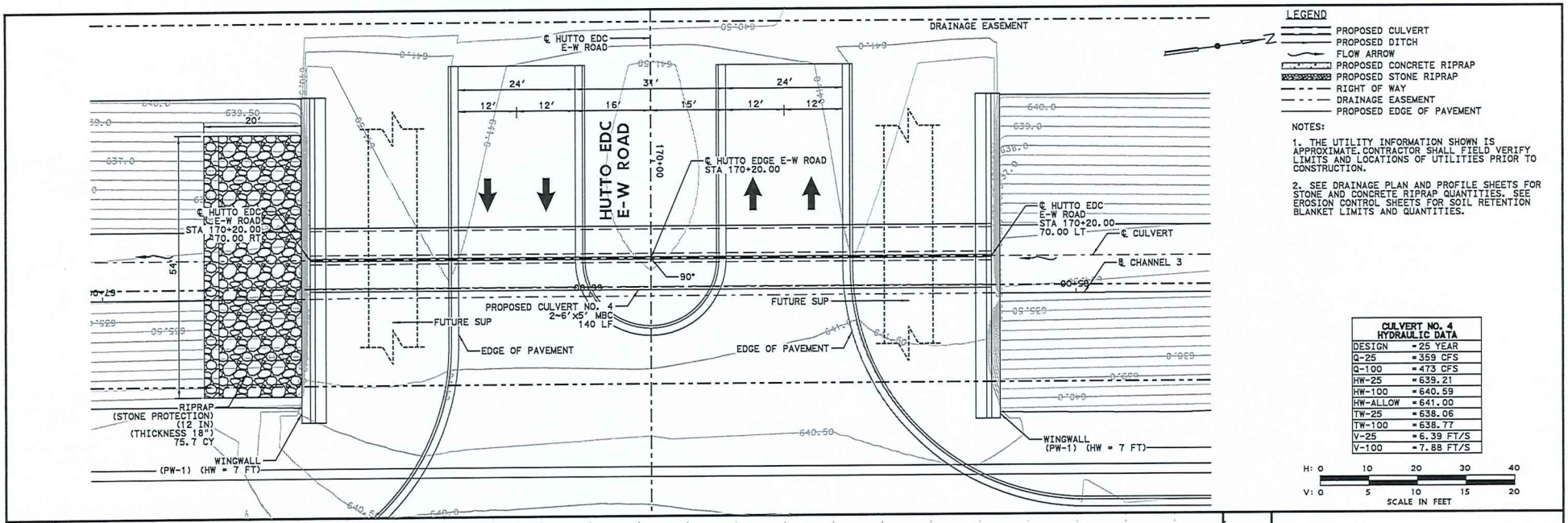
FM 3349

INTERIOR DRAINAGE PLAN AND PROFILE STA 493+00 TO STA 504+00

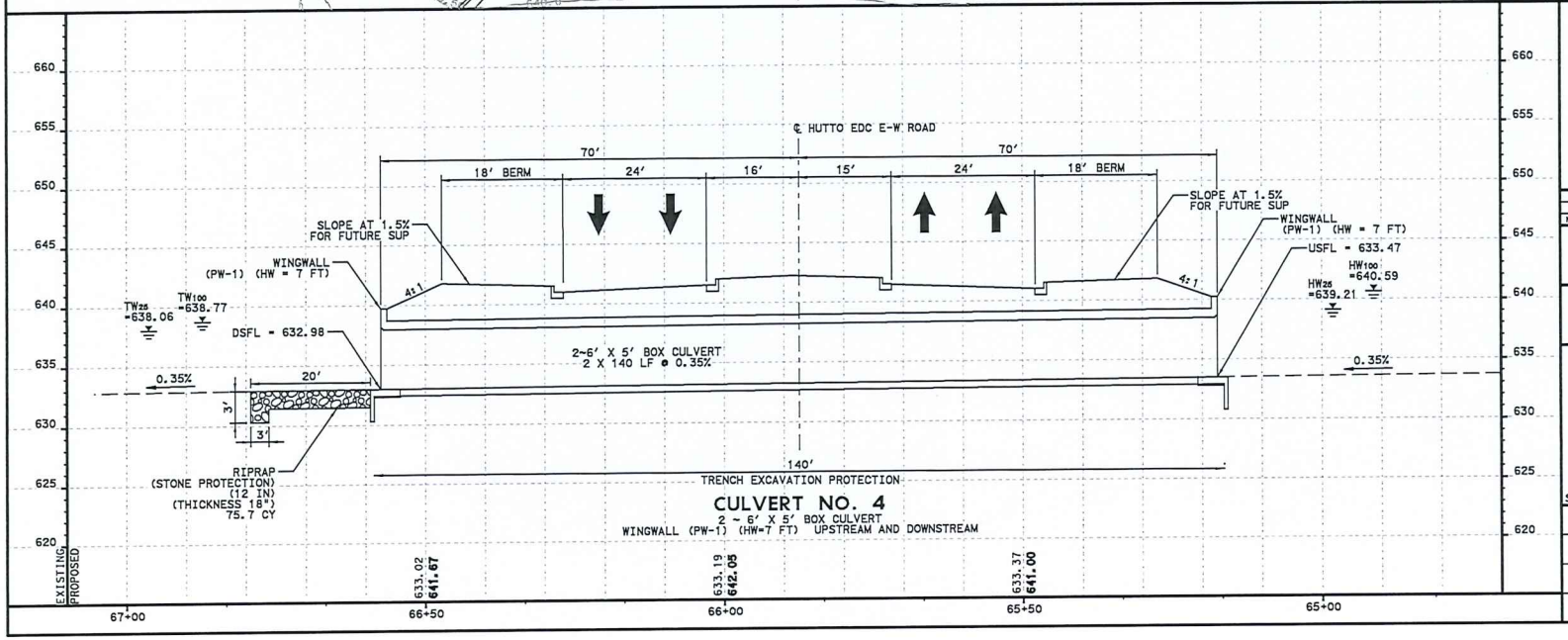
SCALE: 1"=100' SHEET 8 OF 13

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SL	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	355
FT	3486	01	008, ETC	
CHECK				
KS				

PLOT DRIVER: TXDOT_PDF_BW.pltdrg
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PENTABLE: 1025405.tbl
DATE: 2/27/2023 TIME: 2:6:49 PM SCALE: 1:100



CULVERT NO. 4 HYDRAULIC DATA	
DESIGN	= 25 YEAR
Q-25	= 359 CFS
Q-100	= 473 CFS
HW-25	= 639.21
HW-100	= 640.59
HW-ALLOW	= 641.00
TW-25	= 638.06
TW-100	= 638.77
V-25	= 6.39 FT/S
V-100	= 7.88 FT/S



CULVERT NO. 4

2 ~ 6' X 5' BOX CULVERT
WINGWALL (PW-1) (HW=7 FT) UPSTREAM AND DOWNSTREAM

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PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2 (NEW SHEET)	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

INTERIOR DRAINAGE CULVERT LAYOUT CULVERT NO. 4

SCALE: 1"=20' SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
JC	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
FR	TEXAS	AUS	WILLIAMSON	374A
CHECK GV	CONTROL	SECTION	JOB	
CHECK JC	3486	01	008, ETC	

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FILE: Culvert No.2 Profile
PENTABLE: 1025455.tbl
DATE: 2/27/2023 TIME: 2:46:52 PM
SCALE: 1:20

Culvert Station and/or Creek Name followed by applicable end (Lt, Rt or Both)	Description of Box Culvert No. Spans ~ Span X Height	Max Fill Height (Ft)	Applicable Box Culvert Standard (4)	Applicable Wingwall or End Treatment Standard	Skew Angle (0°,15°, 30° or 45°)	Side Slope or Channel Slope Ratio (SL:1)	T Culvert Top Slab Thickness (In)	U Culvert Wall Thickness (In)	C Estimated Curb Height (Ft)	Hw (1) Height of Wingwall (Ft)	A Curb to End of Wingwall (Ft)	B Offset of End of Wingwall (Ft)	Lw Length of Longest Wingwall (Ft)	Ltw Culvert Toewall Length (Ft)	Atw Anchor Toewall Length (Ft)	Riprap Apron (CY)	Class "C" (2) Conc (Curb) (CY)	Class "C" (3) Conc (Wingwall) (CY)	Total Wingwall Area (SF)
SBFR CULVERT NO. 1 US (Lt)	1 ~ 10' X 4'	8.92'	SCP-10	PW-1	0	4:1	10"	10"	4.083	8.917	N/A	N/A	35.667	11.667	N/A	0.0	1.8	41.8	636
SBFR CULVERT NO. 1 DS (Rt)	1 ~ 10' X 4'	8.92'	SCP-10	SW-0	0	4:1	10"	10"	0.583	5.167	N/A	N/A	19.333	N/A	N/A	2.5	0.3	6.9	106
SBFR CULVERT NO. 2 US (Lt)	2 ~ 10' X 4'	8.92'	SCP-10	PW-1	0	4:1	10"	10"	4.083	8.917	N/A	N/A	35.667	23.833	N/A	0.0	3.6	43.1	636
SBFR CULVERT NO. 2 DS (Rt)	2 ~ 10' X 4'	8.92'	SCP-10	SW-0	0	4:1	10"	10"	0.583	5.167	N/A	N/A	19.333	N/A	N/A	6.4	0.5	6.9	106
SBFR CULVERT NO. 3 US (Lt)	4 ~ 8' X 4'	7.45'	SCP-8	PW-1	45	4:1	8"	8"	2.625	7.292	N/A	N/A	41.248	54.919	N/A	0.0	5.3	42.3	602
SBFR CULVERT NO. 3 DS (Rt)	4 ~ 8' X 4'	5.7'	SCP-8	PW-1	45	4:1	8"	8"	0.875	5.542	N/A	N/A	31.348	54.919	N/A	0.0	1.8	27.2	347
CR 132 B-NB-CV-01 (Both)	1 ~ 4' X 2'	1'	SCP-4	SETB-CD	0	6:1	7.5"	5"	0.250	2.625	N/A	N/A	13.750	N/A	5.167	0.0	0.0	5.0	N/A
CULVERT NO. 4 (BOTH)	2 ~ 6' X 5'	3	MC-6-16	PW-1	0	4:1	9"	7"	1.000	6.750	N/A	N/A	27.000	13.750	N/A	0.0	1.0	49.2	730

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NOTES:
Skew = 0° on SW-0, FW-0, SETB-CD, SETB-SW-0, and SETB-FW-0 standard sheets;
30° maximum for safety end treatment

SL:1 = Horizontal : 1 Vertical
- Side slope at culvert for flared or straight wingwalls.
- Channel slope for parallel wingwalls.
- Slope must be 3:1 or flatter for safety end treatments.

T = Box culvert top slab thickness. Dimension can be found on the applicable box culvert standard sheet.

U = Box culvert wall thickness. Dimension can be found on the applicable box culvert standard sheet.

C = Curb height

See applicable wing or end treatment standard sheets for calculations of Hw, A, B, Lw, Ltw, Atw, and Total Wingwall Area.

Hw = Height of wingwall

A = Distance from face of curb to end of wingwall (not applicable to parallel or straight wingwalls)

B = Offset of end of wingwall (not applicable to parallel or straight wingwalls)

Lw = Length of longest wingwall.

Ltw = Length of culvert toewall (not applicable when using riprap apron)

Atw = Length of anchor toewall (applicable to safety end treatment only)
Total Wingwall Area = Wingwall area in sq. ft. for two wingwalls (one structure end) if Lt or Rt.
Area for four wingwalls (two structure ends) if Both.

(1) Round the wall heights shown to the nearest foot for bidding purposes.

(2) Concrete volume shown is for box culvert curb only. For curbs using the Box Culvert Rail Mounting Details (RAC) standard sheet quantities shown must be increased by a factor of 2.25. If Class S concrete is required for the top slab of the culvert, also provide Class S concrete for the curb. Curb concrete is considered part of the Box Culvert for payment.

(3) Concrete volume shown is total of wings, footings, culvert toewall (if any), anchor toewalls (if any) and wingwall toewalls. Riprap aprons, culverts, and curb quantities are not included.

(4) Regardless of the type of culvert shown on this sheet, the Contractor has the option of furnishing cast-in-place or precast culverts unless otherwise shown elsewhere on the plans. If the Contractor elects to provide culverts of a different type than those shown on this sheet, it is the Contractor's responsibility to make the necessary adjustments to the dimensions and quantities shown.

PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION
PHILIP A. FULTON, PE #73489
02/27/2023

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Texas Department of Transportation

Bridge Division Standard

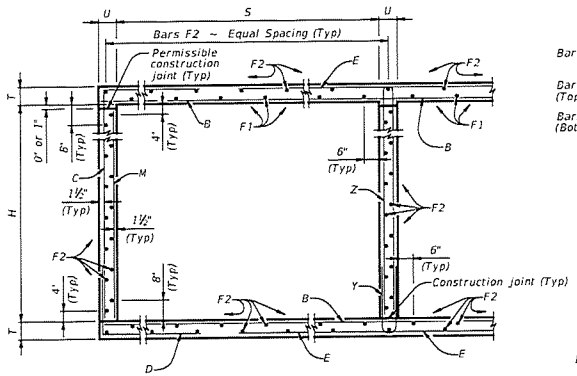
BOX CULVERT SUPPLEMENT
WINGS AND END TREATMENTS

BCS

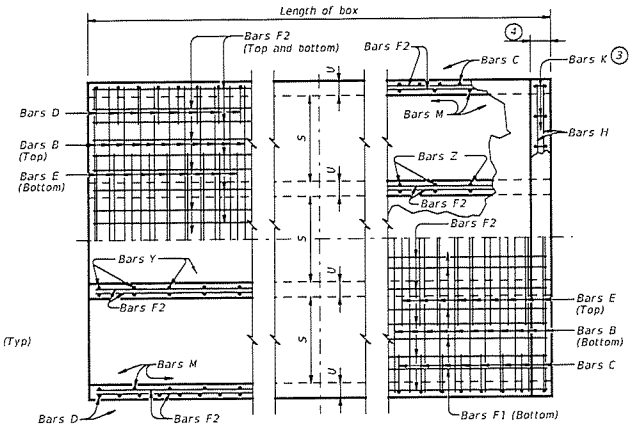
FILE:	bcssde1-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS		3486	01	008, ETC	FM 3349
		DIST	COUNTY		SHEET NO.
		AUS	WILLIAMSON		401

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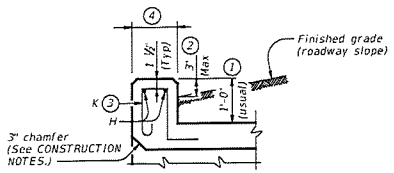


TYPICAL SECTION



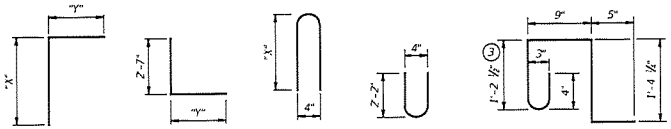
BOTTOM SLAB TOP SLAB

PART PLANS



SECTION THRU CURB

TABLE OF BAR DIMENSIONS		
H	"X"	"Y"
2'-0"	2'-7 ½"	4'-1"
3'-0"	3'-7 ½"	4'-1"
4'-0"	4'-7 ½"	4'-1"
5'-0"	5'-7 ½"	4'-1"
6'-0"	6'-7 ½"	4'-1"



1. 0" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail or curbs taller than 1'-0", refer to the Extended Curb Details (ECD) standard sheet. For structures with T631 or T631LS bridge rail, refer to the Mounting Details for T631 & T631LS Rails (T631-CM) standard sheet. Refer to the Rail Anchorage Curb (RAC) standard sheet for structures with bridge rail other than T631 or T631LS.
2. For vehicle safety, the following requirements must be met:
   - For structures without bridge rail, construct curbs no more than 3" above finished grade.
   - For structures with bridge rail, construct curbs flush with finished grade.

   Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
3. For curbs less than 1'-0" high, tilt Bars K or reduce bar height as necessary to maintain cover. For curbs less than 3" high, Bars K may be omitted.
4. 1'-0" typical. 2'-3" when the Rail Anchorage Curb (RAC) standard sheet is referred to elsewhere in the plans.

The Contractor may replace Bars B, C, D, E, F1, F2, M, Y, and/or Z with deformed welded wire reinforcement (WWR) meeting the requirements of ASTM A1064. The area of required reinforcement may be reduced by the ratio of 60 ksi / 70 ksi. Spacing of WWR is limited to 4" Min and 18" Max. When required, provide lap splices in the WWR of the same length required for the equivalent bar size, rounded up for wire sizes between conventional bar sizes. The lap length required for WWR is never less than the lap length required for uncoated #4 bars.

Example conversion: Replacing No. 6 Gr 60 at 6" Spacing with WWR
Required WWR = (0.44 sq. in. per 0.5 ft.) x (60 ksi / 70 ksi) = 0.755 sq. in. per ft.
If D30.6 wire is used to meet the 0.755 sq. in. per ft. requirement in this example, the required spacing = (0.306 sq. in.) / (0.755 sq. in. per ft.) x (12 in. per ft.) = 4.86"
Max spacing. Required lap length for the provided D30.6 wire is 2'-1" (the same minimum lap length required for uncoated #5 bars, as listed under MATERIAL NOTES).

CONSTRUCTION NOTES:

Do not use permanent forms.
Chamfer the bottom edge of the top slab 3" at the entrance.
Optionally, raise construction joints shown at the flow line by a maximum of 6". If this option is taken, Bars M may be cut off or raised, Bars C and D may be reversed, and Bars Y and Z may be reversed.

MATERIAL NOTES:

Provide Grade 60 reinforcing steel.
Provide galvanized reinforcing steel if required elsewhere in the plans.
Provide Class C concrete (f'c = 3,600 psi) for culvert barrel and curb.
Provide bar laps, where required, as follows:
- Uncoated or galvanized – #4 = 1'-8" Min
- Uncoated or galvanized – #5 = 2'-1" Min
- Uncoated or galvanized – #6 = 2'-6" Min

GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications for the range of fill heights shown.
See the Multiple Box Culverts Cast-In-Place Miscellaneous Detail (MC-MD) standard sheet for details pertaining to skewed ends, angle sections, and lengthening.

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.

HL93 LOADING SHEET 1 OF 2

Texas Department of Transportation — Bridge Division Standard

MULTIPLE BOX CULVERTS CAST-IN-PLACE 6'-0" SPAN 2' TO 20' FILL

MC-6-20

FILE	mc620ste-20.dgn	DN: TxDOT	CK: BMP	DW: TxDOT	CK: TxDOT
©TxDOT	February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS		3486	01	008, ETC	FM 3349
		DIST	COUNTY		SHEET NO.
		AUS	WILLIAMSON		449A

NO.	DATE	REVISION	APPROVED
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BILLS OF REINFORCING STEEL (For Box Length = 40 feet)

NUMBER OF SPANS	SECTION DIMENSIONS				Bars B					Bars C & D							Bars E					Bars F1 ~ #4				Bars F2 ~ #4				Bars M ~ #4				Bars Y & Z ~ #4								Bars H 4 ~ #4		Bars K		QUANTITIES					
													Bars C		Bars D																					Bars Y		Bars Z										Per Foot of Barrel		Curb		Total	
	S	H	T	U	No.	Size	Spa	Length	Wt	No.	Size	Spa	Length	Wt	Length	Wt	No.	Size	Spa	Length	Wt	No.	Spa	Length	Wt	No.	Spa	Length	Wt	No.	Spa	Length	Wt	No.	Spa	Length	Wt	Length	Wt	Length	Wt	Length	Wt	No.	Wt	Conc (CY)	Reinf (Lb)	Conc (CY)	Reinf (Lb)	Conc (CY)	Reinf (Lb)
2	6' - 0"	2' - 0"	8"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	6' - 7"	742	6' - 8"	751	108	#6	9"	6' - 9"	1,095	10	18"	39' - 9"	266	44	18"	39' - 9"	1,168	108	9"	2' - 0"	144	54	9"	4' - 7"	165	5' - 3"	189	13' - 6"	36	30	84	0.809	167.8	1.0	120	33.4	6,830
3	6' - 0"	2' - 0"	8"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	6' - 7"	742	6' - 8"	751	108	#6	9"	12' - 9"	2,068	15	18"	39' - 9"	398	63	18"	39' - 9"	1,673	108	9"	2' - 0"	144	108	9"	4' - 7"	331	5' - 3"	379	20' - 1"	54	44	122	1.177	243.6	1.5	176	48.6	9,920
4	6' - 0"	2' - 0"	8"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	6' - 7"	742	6' - 8"	751	108	#6	9"	18' - 9"	3,042	20	18"	39' - 9"	531	82	18"	39' - 9"	2,177	108	9"	2' - 0"	144	162	9"	4' - 7"	496	5' - 3"	568	26' - 8"	71	56	156	1.545	319.4	2.0	227	63.8	13,004
5	6' - 0"	2' - 0"	8"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	6' - 7"	742	6' - 8"	751	108	#6	9"	24' - 9"	4,015	25	18"	39' - 9"	664	101	18"	39' - 9"	2,682	108	9"	2' - 0"	144	216	9"	4' - 7"	661	5' - 3"	758	33' - 3"	89	70	195	1.914	395.3	2.5	284	79.0	16,095
6	6' - 0"	2' - 0"	8"	7"	108	#6	9"	39' - 10"	6,462	108	#5	9"	6' - 7"	742	6' - 8"	751	108	#6	9"	30' - 9"	4,988	30	18"	39' - 9"	797	120	18"	39' - 9"	3,186	108	9"	2' - 0"	144	270	9"	4' - 7"	827	5' - 3"	947	39' - 10"	106	82	228	2.282	471.1	3.0	334	94.2	19,178
2	6' - 0"	3' - 0"	8"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	7' - 7"	854	6' - 8"	751	108	#6	9"	6' - 9"	1,095	10	18"	39' - 9"	266	50	18"	39' - 9"	1,328	108	9"	3' - 0"	216	54	9"	4' - 7"	165	7' - 3"	262	13' - 6"	36	30	84	0.873	178.2	1.0	120	35.9	7,247
3	6' - 0"	3' - 0"	8"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	7' - 7"	854	6' - 8"	751	108	#6	9"	12' - 9"	2,068	15	18"	39' - 9"	398	71	18"	39' - 9"	1,885	108	9"	3' - 0"	216	108	9"	4' - 7"	331	7' - 3"	523	20' - 1"	54	44	122	1.263	257.1	1.5	176	52.0	10,460
4	6' - 0"	3' - 0"	8"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	7' - 7"	854	6' - 8"	751	108	#6	9"	18' - 9"	3,042	20	18"	39' - 9"	531	92	18"	39' - 9"	2,443	108	9"	3' - 0"	216	162	9"	4' - 7"	496	7' - 3"	785	26' - 8"	71	56	156	1.653	336.1	2.0	227	68.1	13,671
5	6' - 0"	3' - 0"	8"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	7' - 7"	854	6' - 8"	751	108	#6	9"	24' - 9"	4,015	25	18"	39' - 9"	664	113	18"	39' - 9"	3,000	108	9"	3' - 0"	216	216	9"	4' - 7"	661	7' - 3"	1,046	33' - 3"	89	70	195	2.043	415.0	2.5	284	84.2	16,885
6	6' - 0"	3' - 0"	8"	7"	108	#6	9"	39' - 10"	6,462	108	#5	9"	7' - 7"	854	6' - 8"	751	108	#6	9"	30' - 9"	4,988	30	18"	39' - 9"	797	134	18"	39' - 9"	3,558	108	9"	3' - 0"	216	270	9"	4' - 7"	827	7' - 3"	1,308	39' - 10"	106	82	228	2.433	494.0	3.0	334	100.3	20,095
2	6' - 0"	4' - 0"	8"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	8' - 7"	967	6' - 8"	751	108	#6	9"	6' - 9"	1,095	10	18"	39' - 9"	266	50	18"	39' - 9"	1,328	108	9"	4' - 0"	289	54	9"	4' - 7"	165	9' - 3"	334	13' - 6"	36	30	84	0.938	184.6	1.0	120	38.5	7,505
3	6' - 0"	4' - 0"	8"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	8' - 7"	967	6' - 8"	751	108	#6	9"	12' - 9"	2,068	15	18"	39' - 9"	398	71	18"	39' - 9"	1,885	108	9"	4' - 0"	289	108	9"	4' - 7"	331	9' - 3"	667	20' - 1"	54	44	122	1.350	265.4	1.5	176	55.5	10,790
4	6' - 0"	4' - 0"	8"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	8' - 7"	967	6' - 8"	751	108	#6	9"	18' - 9"	3,042	20	18"	39' - 9"	531	92	18"	39' - 9"	2,443	108	9"	4' - 0"	289	162	9"	4' - 7"	496	9' - 3"	1,001	26' - 8"	71	56	156	1.761	346.2	2.0	227	72.4	14,073
5	6' - 0"	4' - 0"	8"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	8' - 7"	967	6' - 8"	751	108	#6	9"	24' - 9"	4,015	25	18"	39' - 9"	664	113	18"	39' - 9"	3,000	108	9"	4' - 0"	289	216	9"	4' - 7"	661	9' - 3"	1,335	33' - 3"	89	70	195	2.173	426.9	2.5	284	89.4	17,360
6	6' - 0"	4' - 0"	8"	7"	108	#6	9"	39' - 10"	6,462	108	#5	9"	8' - 7"	967	6' - 8"	751	108	#6	9"	30' - 9"	4,988	30	18"	39' - 9"	797	134	18"	39' - 9"	3,558	108	9"	4' - 0"	289	270	9"	4' - 7"	827	9' - 3"	1,668	39' - 10"	106	82	228	2.584	507.7	3.0	334	106.3	20,641
2	6' - 0"	5' - 0"	8"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	9' - 7"	1,080	6' - 8"	751	108	#6	9"	6' - 9"	1,095	10	18"	39' - 9"	266	56	18"	39' - 9"	1,487	108	9"	5' - 0"	361	54	9"	4' - 7"	165	11' - 3"	406	13' - 6"	36	30	84	1.003	195.0	1.0	120	41.1	7,921
3	6' - 0"	5' - 0"	8"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	9' - 7"	1,080	6' - 8"	751	108	#6	9"	12' - 9"	2,068	15	18"	39' - 9"	398	79	18"	39' - 9"	2,098	108	9"	5' - 0"	361	108	9"	4' - 7"	331	11' - 3"	812	20' - 1"	54	44	122	1.436	278.9	1.5	176	58.9	11,333
4	6' - 0"	5' - 0"	8"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	9' - 7"	1,080	6' - 8"	751	108	#6	9"	18' - 9"	3,042	20	18"	39' - 9"	531	102	18"	39' - 9"	2,708	108	9"	5' - 0"	361	162	9"	4' - 7"	496	11' - 3"	1,217	26' - 8"	71	56	156	1.869	362.8	2.0	227	76.7	14,739
5	6' - 0"	5' - 0"	8"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	9' - 7"	1,080	6' - 8"	751	108	#6	9"	24' - 9"	4,015	25	18"	39' - 9"	664	125	18"	39' - 9"	3,319	108	9"	5' - 0"	361	216	9"	4' - 7"	661	11' - 3"	1,623	33' - 3"	89	70	195	2.302	446.7	2.5	284	94.6	18,152
6	6' - 0"	5' - 0"	8"	7"	108	#6	9"	39' - 10"	6,462	108	#5	9"	9' - 7"	1,080	6' - 8"	751	108	#6	9"	30' - 9"	4,988	30	18"	39' - 9"	797	148	18"	39' - 9"	3,930	108	9"	5' - 0"	361	270	9"	4' - 7"	827	11' - 3"	2,029	39' - 10"	106	82	228	2.736	530.6	3.0	334	112.4	21,559
2	6' - 0"	6' - 0"	8"	7"	108	#6	9"	13' - 6"	2,190	108	#5	9"	10' - 7"	1,192	6' - 8"	751	108	#6	9"	6' - 9"	1,095	10	18"	39' - 9"	266	62	18"	39' - 9"	1,646	108	9"	6' - 0"	433	54	9"	4' - 7"	165	13' - 3"	478	13' - 6"	36	30	84	1.068	205.4	1.0	120	43.7	8,336
3	6' - 0"	6' - 0"	8"	7"	108	#6	9"	20' - 1"	3,258	108	#5	9"	10' - 7"	1,192	6' - 8"	751	108	#6	9"	12' - 9"	2,068	15	18"	39' - 9"	398	87	18"	39' - 9"	2,310	108	9"	6' - 0"	433	108	9"	4' - 7"	331	13' - 3"	956	20' - 1"	54	44	122	1.523	292.4	1.5	176	62.4	11,873
4	6' - 0"	6' - 0"	8"	7"	108	#6	9"	26' - 8"	4,326	108	#5	9"	10' - 7"	1,192	6' - 8"	751	108	#6	9"	18' - 9"	3,042	20	18"	39' - 9"	531	112	18"	39' - 9"	2,974	108	9"	6' - 0"	433	162	9"	4' - 7"	496	13' - 3"	1,434	26' - 8"	71	56	156	1.977	379.5	2.0	227	81.1	15,406
5	6' - 0"	6' - 0"	8"	7"	108	#6	9"	33' - 3"	5,394	108	#5	9"	10' - 7"	1,192	6' - 8"	751	108	#6	9"	24' - 9"	4,015	25	18"	39' - 9"	664	137	18"	39' - 9"	3,638	108	9"	6' - 0"	433	216	9"	4' - 7"	661	13' - 3"	1,912	33' - 3"	89	70	195	2.432	466.5	2.5	284	99.8	18,944
6	6' - 0"	6' - 0"	8"	7"	108	#6	9"	39' - 10"	6,462	108	#5	9"	10' - 7"	1,192	6' - 8"	751	108	#6	9"	30' - 9"	4,988	30	18"	39' - 9"	797	162	18"	39' - 9"	4,302	108	9"	6' - 0"	433	270	9"	4' - 7"	827	13' - 3"	2,390	39' - 10"	106	82	228	2.887	553.6	3.0	334	118.4	22,476

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1	2/21/23	CO #2	PAF

HL93 LOADING SHEET 2 OF 2

Texas Department of Transportation

Bridge Division Standard

MULTIPLE BOX CULVERTS CAST-IN-PLACE 6'-0" SPAN 2' TO 20' FILL

MC-6-20

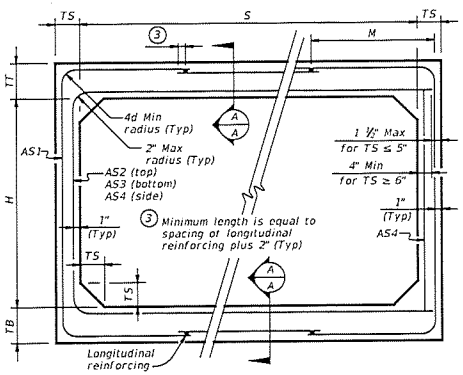
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©TxDOT	February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS		3486	01	008, ETC	FM 3349
		DIST	COUNTY		SHEET NO
		AUS	WILLIAMSON		449B

BOX DATA

SECTION DIMENSIONS					Fill Height	M (Min)	REINFORCING (sq. in. / ft.) ②							① Lift Weight
S (ft.)	H (ft.)	TT (in.)	TB (in.)	TS (in.)	(ft.)	(in.)	AS1	AS2	AS3	AS4	AS5	AS7	AS8	(tons)
6	2	8	7	7	< 2	-	0.23	0.27	0.19	0.17	0.19	0.19	0.17	7.2
6	2	7	7	7	2 < 3	43	0.25	0.21	0.17	0.17	-	-	-	6.8
6	2	7	7	7	3 - 5	43	0.20	0.17	0.17	0.17	-	-	-	6.8
6	2	7	7	7	10	39	0.20	0.17	0.17	0.17	-	-	-	6.8
6	2	7	7	7	15	39	0.26	0.20	0.20	0.17	-	-	-	6.8
6	2	7	7	7	20	39	0.34	0.26	0.26	0.17	-	-	-	6.8
6	2	7	7	7	25	39	0.43	0.32	0.32	0.17	-	-	-	6.8
6	2	7	7	7	30	39	0.52	0.38	0.39	0.17	-	-	-	6.8
6	3	8	7	7	< 2	-	0.20	0.31	0.22	0.17	0.19	0.19	0.17	7.9
6	3	7	7	7	2 < 3	43	0.21	0.24	0.19	0.17	-	-	-	7.5
6	3	7	7	7	3 - 5	39	0.17	0.18	0.17	0.17	-	-	-	7.5
6	3	7	7	7	10	39	0.17	0.18	0.19	0.17	-	-	-	7.5
6	3	7	7	7	15	38	0.22	0.24	0.24	0.17	-	-	-	7.5
6	3	7	7	7	20	38	0.28	0.31	0.31	0.17	-	-	-	7.5
6	3	7	7	7	25	38	0.35	0.38	0.39	0.17	-	-	-	7.5
6	3	7	7	7	30	38	0.42	0.46	0.46	0.17	-	-	-	7.5
6	4	8	7	7	< 2	-	0.19	0.34	0.25	0.17	0.19	0.19	0.17	8.6
6	4	7	7	7	2 < 3	43	0.19	0.27	0.21	0.17	-	-	-	8.2
6	4	7	7	7	3 - 5	39	0.17	0.21	0.19	0.17	-	-	-	8.2
6	4	7	7	7	10	39	0.17	0.20	0.21	0.17	-	-	-	8.2
6	4	7	7	7	15	38	0.18	0.27	0.27	0.17	-	-	-	8.2
6	4	7	7	7	20	38	0.24	0.34	0.35	0.17	-	-	-	8.2
6	4	7	7	7	25	38	0.29	0.43	0.42	0.17	-	-	-	8.2
6	4	7	7	7	30	38	0.35	0.51	0.52	0.17	-	-	-	8.2
6	5	8	7	7	< 2	-	0.19	0.37	0.28	0.17	0.19	0.19	0.17	9.3
6	5	7	7	7	2 < 3	43	0.17	0.30	0.24	0.17	-	-	-	8.9
6	5	7	7	7	3 - 5	43	0.17	0.23	0.21	0.17	-	-	-	8.9
6	5	7	7	7	10	39	0.17	0.22	0.23	0.17	-	-	-	8.9
6	5	7	7	7	15	38	0.17	0.28	0.29	0.17	-	-	-	8.9
6	5	7	7	7	20	38	0.20	0.37	0.38	0.17	-	-	-	8.9
6	5	7	7	7	25	38	0.25	0.45	0.46	0.17	-	-	-	8.9
6	5	7	7	7	30	38	0.30	0.54	0.55	0.17	-	-	-	8.9
6	6	8	7	7	< 2	-	0.19	0.38	0.30	0.17	0.19	0.19	0.17	10
6	6	7	7	7	2 < 3	52	0.17	0.32	0.26	0.17	-	-	-	9.6
6	6	7	7	7	3 - 5	52	0.17	0.24	0.22	0.17	-	-	-	9.6
6	6	7	7	7	10	43	0.17	0.23	0.24	0.17	-	-	-	9.6
6	6	7	7	7	15	39	0.17	0.29	0.31	0.17	-	-	-	9.6
6	6	7	7	7	20	39	0.18	0.38	0.39	0.17	-	-	-	9.6
6	6	7	7	7	25	38	0.23	0.46	0.48	0.17	-	-	-	9.6
6	6	7	7	7	30	38	0.27	0.55	0.57	0.17	-	-	-	9.6

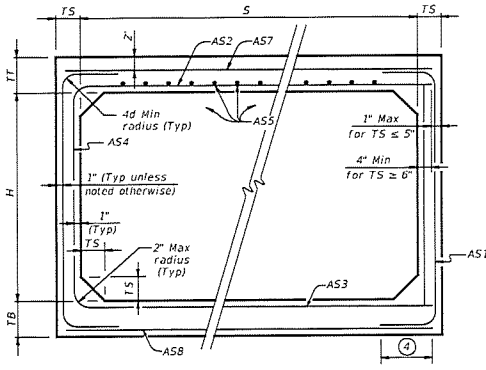
① For box length = 8'-0"

② AS1 thru AS4, AS7 and AS8 are minimum required areas of reinforcement per linear foot of box length. AS5 is minimum required area of reinforcement per linear foot of box width.



CORNER OPTION "A" CORNER OPTION "B"

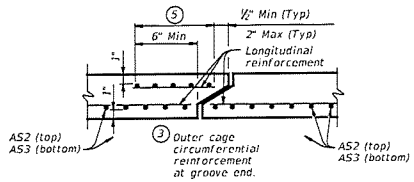
FILL HEIGHT 2 FT AND GREATER



CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT

④ Length is equal to spacing of longitudinal reinforcing plus 2". (10" Min) (Typ)



SECTION A-A

(Showing top and bottom slab joint reinforcement.)

MATERIAL NOTES:

Provide 0.03 sq. in./ft. minimum longitudinal reinforcement at each face in slabs and walls. This minimum requirement may be met by the transverse wires when wire mesh reinforcement is used.

Provide Class H concrete (f'c = 5,000 psi).

GENERAL NOTES:

Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.

See Box Culverts Precast Miscellaneous Details (SCP-MD) standard sheet for details and notes not shown.

In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Submit shop plans for alternate designs in accordance with Item "Precast Concrete Structural Members (Fabrication)".

HL93 LOADING

NO.	DATE	REVISION	
1	2/21/23	CO #2	PAF

Texas Department of Transportation — Bridge Division Standard

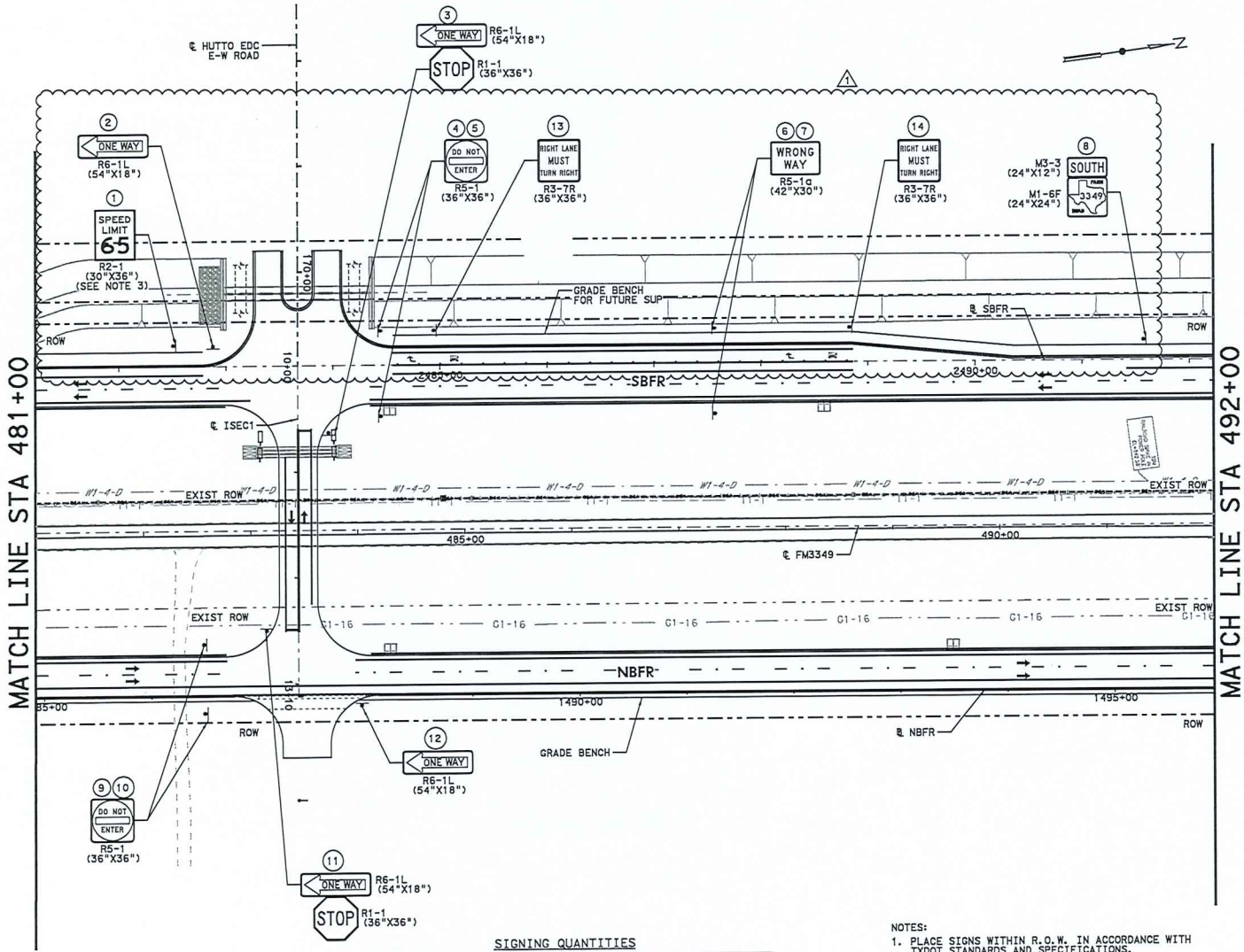
SINGLE BOX CULVERTS PRECAST 6'-0" SPAN

SCP-6

FILE	scp06s1s-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS		3486	01	008, ETC	FM 3349
		DIST	COUNTY		SHEET NO.
		AUS	WILLIAMSON		449C

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: 2/21/2023 2:16:58 PM
FILE: $FILE$



LEGEND

- PROPOSED LARGE SIGN NO.
- PROPOSED SMALL SIGN NO.
- EXISTING SIGN REMOVAL NO.
- EXISTING SIGN REMOVAL
- EXISTING SMALL SIGN
- EXISTING LARGE GROUND MOUNTED SIGN
- PROPOSED SMALL SIGN
- PROPOSED LARGE GROUND MOUNTED SIGN
- OVERHEAD SIGN BRIDGE
- DIRECTION OF TRAVEL
- RIGHT OF WAY

0 50 100 150 200
SCALE IN FEET

SIGNING QUANTITIES

TXDOT SPECS ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	TOTAL
644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2
644	6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	EA	2
644	6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	8
644	6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	EA	2

NOTES:
1. PLACE SIGNS WITHIN R.O.W. IN ACCORDANCE WITH TXDOT STANDARDS AND SPECIFICATIONS.
2. INSTALL SIGN POSTS ON OUTSIDE OF FM 3349 ROADWAY TO PROVIDE 2' CLEAR OF GRADE BENCH, AS SHOWN IN LAYOUT.
3. COORDINATE WITH TXDOT TO CONFIRM SPEED LIMIT.

PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION
PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

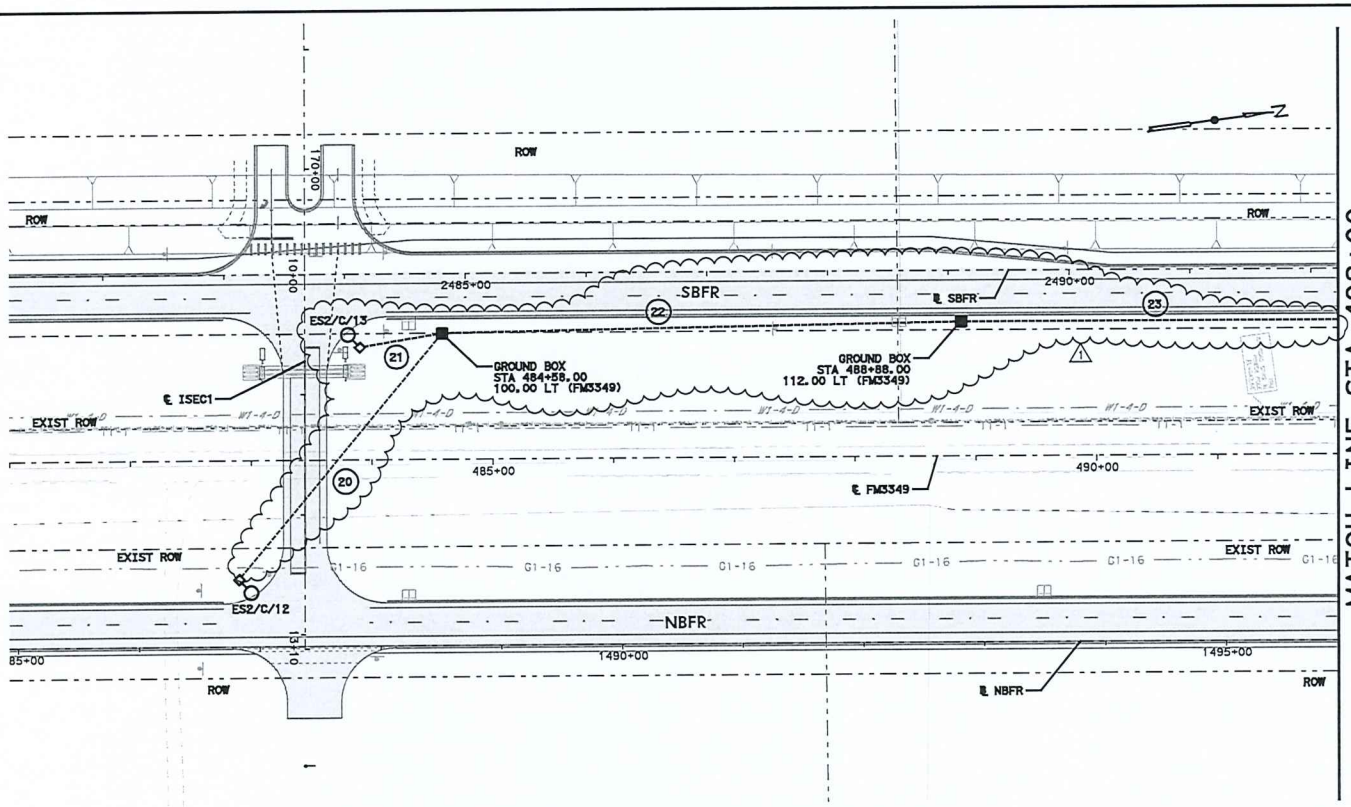
FM 3349

SIGNING LAYOUT
FM 3349
STA 481+00 TO STA 492+00

SCALE: 1"=100' SHEET 7 OF 14

DESIGN	FED.RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
TG	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SF	TEXAS	AUS	WILLIAMSON	642
CHECK FT	CONTROL	SECTION	JOB	
CHECK TG	3486	01	008, ETC	

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PENTABLE: 1025455.tbl
DATE: 2/27/2023 TIME: 2:17:02 PM SCALE: 1:100



ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), TRANSFORMER BASE, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- ELECTRICAL SERVICE ASSEMBLY, TYPE A, 240/480 VOLT, 1 PHASE, STEEL POLE
- GROUND BOX WITH APRON (NEMA 3R)
- GROUND BOX (NEMA 3R)
- JUNCTION BOX (NEMA 3R).
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS IN CONDUIT RUN (TRENCH)
- CONDUCTORS IN CONDUIT RUN (BORED)
- (XX) CONDUCTORS/CONDUIT SEGMENT NO.
- X/X/X — ILLUMINATION ASSEMBLY DESIGNATION
  - SERVICE POINT CIRCUIT DESIGNATION
  - ELECTRICAL SERVICE DESIGNATION

CONDUCTORS AND CONDUIT SUMMARY

SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUIT (LF) 0618-6023 2" PVC SCH 40	CONDUCTORS (LF) 0620-6007 #8 BARE (GROUND)	CONDUCTORS (LF) 0620-6008 #8 XHHW (POWER)	NOTES
ES2	C	20	264	1 X 264 = 264	1 X 269 = 269	2 X 269 = 538	
ES2	C	21	69	1 X 69 = 69	1 X 74 = 74	2 X 74 = 148	
ES2	C	22	430	1 X 430 = 430	1 X 435 = 435	2 X 435 = 870	
ES2	C	23	312	1 X 312 = 312	1 X 317 = 317	2 X 317 = 634	
SHEET TOTAL				1075	1095	2190	

ROADWAY ILLUMINATION ASSEMBLY SUMMARY

SERVICE	POLE NO.	CIRCUIT	STATION	OFFSET	ASSEMBLY TYPE	NOTES
ES2	12	C	482+90.00	99.00 RT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	13	C	483+90.00	93.75 LT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	

SHEET SUMMARY OF ESTIMATED QUANTITIES

ITEM#	DESCRIPTION	UNIT	QTY
0416 6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	56
0432 6001	RIPRAP (CONC)(4 IN)	CY	1.26
0610 6216	IN RD IL (TY SA) 40T-10 (250W EQ) LED	EA	2
0618 6023	CONDT (PVC) (SCH 40) (2")	LF	1075
0620 6007	ELEC CONDR (NO. 8) BARE	LF	1095
0620 6008	ELEC CONDR (NO. 8) INSULATED	LF	2190
0624 6002	GROUND BOX TY A (122311)W/APRON	EA	2

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED ACCORDING TO THE MOST CURRENT TxDOT STANDARDS, UTILITY COMPANY STANDARDS, AND THE NATIONAL ELECTRIC CODE.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES THE EXACT LOCATION OF EXISTING/ PROPOSED UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT OR DAMAGE TO THE UTILITIES. THE CONTRACTOR SHALL SEEK THE APPROVAL OF THE ENGINEER AND ADJUST THE OFFSETS TO AVOID DAMAGE TO THE EXISTING/ PROPOSED UTILITIES.
3. REFER TO ILLUMINATION SUMMARIES, SCHEMATICS, AND TxDOT STANDARDS FOR ADDITIONAL INFORMATION.
4. PROPOSED ABOVE GROUND NEMA 3R JUNCTION BOXES SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS.
5. PROVIDE CONDUIT EXPANSION AND DEFLECTION COUPLING PRIOR TO ENTERING BRIDGE MOUNTED JUNCTION BOX FOR TRANSITION FROM UNDERGROUND CONDUIT TO BRIDGE EMBEDDED CONDUIT. COUPLING SHALL ALLOW FOR A MAXIMUM OF 4" HORIZONTAL AND VERTICAL MOVEMENT.
6. REFER TO BRIDGE DRAWINGS FOR EXACT LOCATION OF BRIDGE MOUNTED ILLUMINATION ASSEMBLIES AND ASSOCIATED INSTALLATION DETAILS.

STATE OF TEXAS
PAUL K. DAVILA
101043
LICENSED
PROFESSIONAL ENGINEER
21 FEB 2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Heatters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

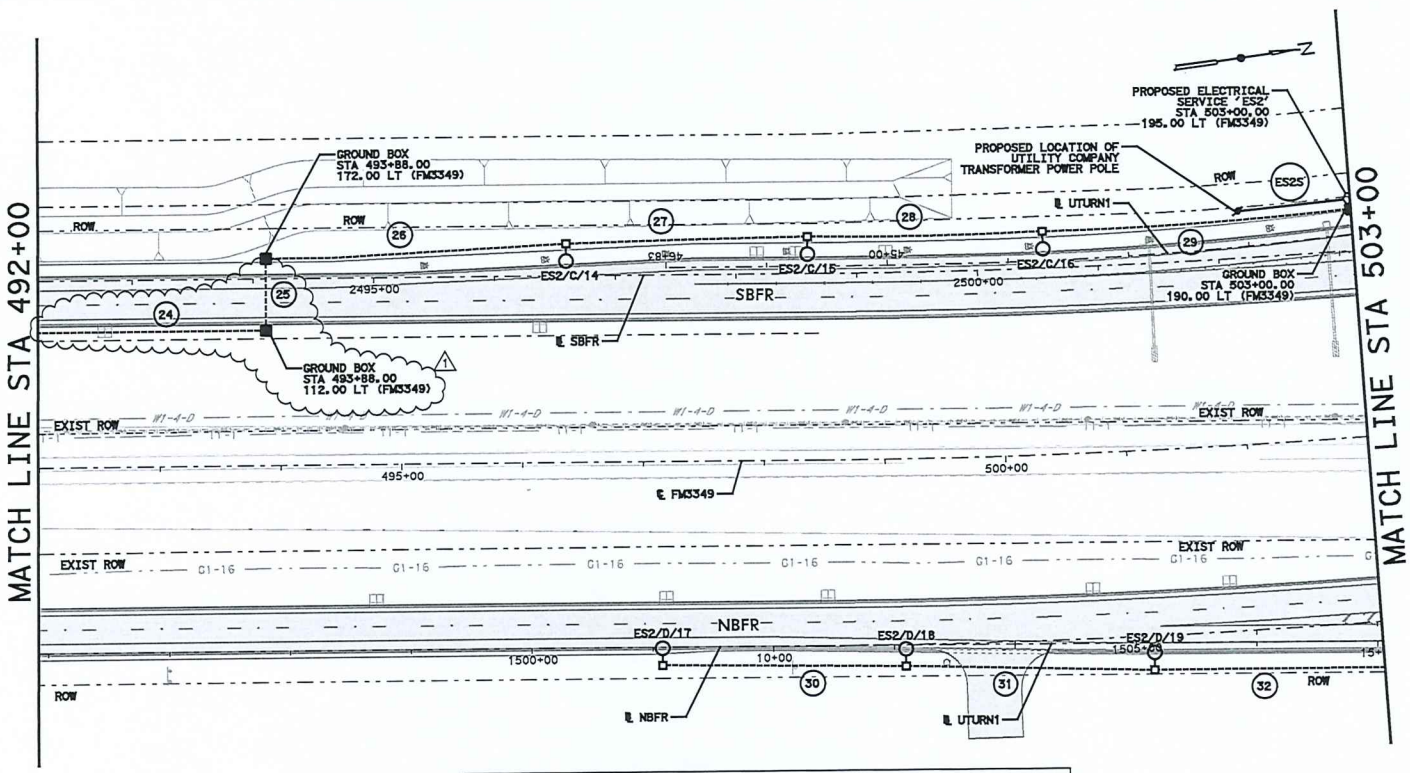
ILLUMINATION PLAN

STA 481+00 TO STA 492+00

SCALE: 1"=100' SHEET 4 OF 11

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GRM	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
GRM	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	701
PKD	3486	01	008, ETC	
CHECK				
PKD				

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DATE: 2/20/2023 TIME: 6:07:29 PM
SCALE: 1:100



ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), TRANSFORMER BASE, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- ELECTRICAL SERVICE ASSEMBLY, TYPE A, 240/480 VOLT, 1 PHASE, STEEL POLE
- GROUND BOX WITH APRON (NEMA 3R)
- GROUND BOX (NEMA 3R)
- JUNCTION BOX (NEMA 3R).
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS IN CONDUIT RUN (TRENCH)
- CONDUCTORS IN CONDUIT RUN (BORED)
- (XX) CONDUCTORS/CONDUIT SEGMENT NO.
- X/X/X — ILLUMINATION ASSEMBLY DESIGNATION
  - SERVICE POINT CIRCUIT DESIGNATION
  - ELECTRICAL SERVICE DESIGNATION

CONDUCTORS AND CONDUIT SUMMARY

SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUIT (LF) 0618-6023 2" PVC SCH 40	CONDUCTORS (LF) 0620-6007 #8 BARE (GROUND)	CONDUCTORS (LF) 0620-6008 #8 XHHW (POWER)	NOTES
ES2	ES2S	24	94				1
ES2	C	24	188	1 X 188 = 188	1 X 193 = 193	2 X 193 = 386	
ES2	C	25	78	1 X 78 = 78	1 X 83 = 83	2 X 83 = 166	
ES2	C	26	249	1 X 249 = 249	1 X 254 = 254	2 X 254 = 508	
ES2	C	27	200	1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	
ES2	C	28	200	1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	
ES2	C	29	256	1 X 256 = 256	1 X 261 = 261	2 X 261 = 522	
ES2	D	30	202	1 X 202 = 202	1 X 207 = 207	2 X 207 = 414	
ES2	D	31	205	1 X 205 = 205	1 X 210 = 210	2 X 210 = 420	
ES2	D	32	190	1 X 190 = 190	1 X 195 = 195	2 X 195 = 390	
SHEET TOTAL				1768	1813	3626	

NOTE:
1) AERIAL SERVICE DROP (CONDUCTORS, SERVICE GRIPS, AND SERVICE CONNECTORS) OWNED, INSTALLED AND CONNECTED TO SERVICE ENTRANCE CONDUCTORS BY UTILITY COMPANY. COORDINATE WITH UTILITY COMPANY REQUIREMENTS.

SHEET SUMMARY OF ESTIMATED QUANTITIES

ITEM#	DESCRIPTION	UNIT	QTY	
0416 6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48	1
0432 6001	RIPRAP (CONC) (4 IN)	CY	2.66	
0610 6216	IN RD IL (TY SA) 40T-10 (250W EQ) LED	EA	8	1
0618 6023	CONDT (PVC) (SCH 40) (2")	LF	1768	
0620 6007	ELEC CONDR (NO. 8) BARE	LF	1813	
0620 6008	ELEC CONDR (NO. 8) INSULATED	LF	3626	
0624 6002	GROUND BOX TY A (122311) W/APRON	EA	3	
0628 6049	ELC SRV TY A 240/480 060 (NS) SS (T) SP (O)	EA	1	

ROADWAY ILLUMINATION ASSEMBLY SUMMARY

SERVICE	POLE NO.	CIRCUIT	STATION	OFFSET	ASSEMBLY TYPE	NOTES
ES2	14	C	496+36.50	182.00 LT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	15	C	498+36.50	186.00 LT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	16	C	500+36.50	186.00 LT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	17	D	497+15.00	170.25 RT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	18	D	499+15.00	173.00 RT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	19	D	501+15.00	183.25 RT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED ACCORDING TO THE MOST CURRENT TxDOT STANDARDS, UTILITY COMPANY STANDARDS, AND THE NATIONAL ELECTRIC CODE.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES THE EXACT LOCATION OF EXISTING/ PROPOSED UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT OR DAMAGE TO THE UTILITIES. THE CONTRACTOR SHALL SEEK THE APPROVAL OF THE ENGINEER AND ADJUST THE OFFSETS TO AVOID DAMAGE TO THE EXISTING/ PROPOSED UTILITIES.
3. REFER TO ILLUMINATION SUMMARIES, SCHEMATICS, AND TxDOT STANDARDS FOR ADDITIONAL INFORMATION.
4. PROPOSED ABOVE GROUND NEMA 3R JUNCTION BOXES SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS.
5. PROVIDE CONDUIT EXPANSION AND DEFLECTION COUPLING PRIOR TO ENTERING BRIDGE MOUNTED JUNCTION BOX FOR TRANSITION FROM UNDERGROUND CONDUIT TO BRIDGE EMBEDDED CONDUIT. COUPLING SHALL ALLOW FOR A MAXIMUM OF 4" HORIZONTAL AND VERTICAL MOVEMENT.
6. REFER TO BRIDGE DRAWINGS FOR EXACT LOCATION OF BRIDGE MOUNTED ILLUMINATION ASSEMBLIES AND ASSOCIATED INSTALLATION DETAILS.

STATE OF TEXAS
PAUL K. DAVILA
101043
LICENSED PROFESSIONAL ENGINEER
21 FEB 2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

ILLUMINATION PLAN

STA 492+00 TO STA 503+00

SCALE: 1"=100' SHEET 5 OF 11

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRM	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
GRM	TEXAS	AUS	WILLIAMSON	702
CHECK	CONTROL	SECTION	JOB	
PKD	3486	01	008, ETC	
CHECK				
PKD				

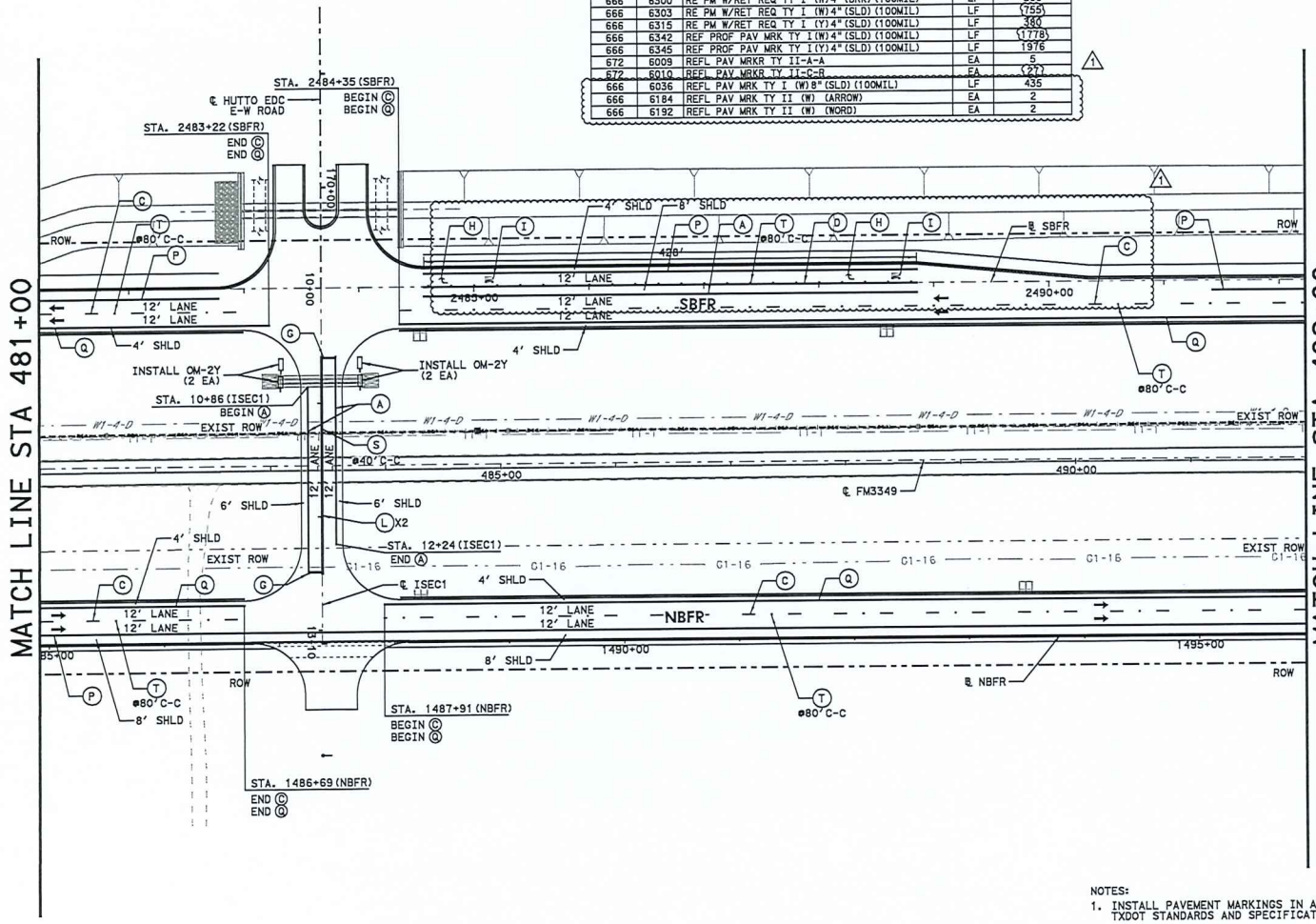
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FILE: FM3349-Illumination Plan - STA 492+00 to STA 503+00

PAVEMENT MARKING OFFSET TABLE

MARKING	ALIGNMENT	STATION	OFFSET	TO	STATION	OFFSET
STOP BAR	ISEC1	10+60	-	-	10+60	12L
STOP BAR	ISEC1	12+50	-	-	12+50	12R

PAVEMENT MARKING QUANTITIES

TXDOT SPECS ITEM NO.	TXDOT SPECS DESC. CODE	DESCRIPTION	UNIT	TOTAL
658	6047	INSTL OM ASSM (OM-2Y) (WC) GND	EA	4
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	24
666	6300	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL)	LF	500
666	6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	LF	(755)
666	6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	LF	380
666	6342	REF PROF PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	(1778)
666	6345	REF PROF PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	1976
672	6009	REFL PAV MRKR TY II-A-A	EA	5
672	6010	REFL PAV MRKR TY II-C-R	EA	(27)
666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	435
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	2
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2



NOTES:
1. INSTALL PAVEMENT MARKINGS IN ACCORDANCE WITH TXDOT STANDARDS AND SPECIFICATIONS.

LEGEND

- (A) REFL PAV MRK 4" (W) SLD
- (B) REFL PAV MRK 4" (W) DOT
- (C) REFL PAV MRK 4" (W) BRK
- (D) REFL PAV MRK 8" (W) SLD
- (E) REFL PAV MRK 8" (W) DOT
- (F) REFL PAV MRK 12" (W) SLD
- (G) REFL PAV MRK 24" (W) SLD
- (H) REFL PAV MRK (W) ARROW
- (I) REFL PAV MRK (W) WORD
- (J) REFL PAV MRK (W) YLD TRI (36")
- (K) REFL PAV MRK (W) LANE REDUCTION ARROW
- (L) REFL PAV MRK 4" (Y) SLD
- (M) REFL PAV MRK 4" (Y) BRK
- (N) REFL PAV MRK 12" (Y) SLD
- (O) REFL CNTST PAV MRK 4" (W) BRK
- (P) REFL PROF PAV MRK 4" (W) SLD
- (Q) REFL PROF PAV MRK 4" (Y) SLD
- (R) RRPM TY I-C
- (S) RRPM TY II-A-A
- (T) RRPM TY II-C-R
- DIRECTION OF TRAVEL
- (D-SW) SZ 2 (WC) GND
- (D-SW) SZ 2 (WC) GND (BI)
- (D-SY) SZ 2 (WC) GND
- (D-DW) SZ 2 (WC) GND
- (D-DY) SZ 2 (WC) GND
- (D-SW) SZ (BRF) CTB
- (D-SY) SZ (BRF) CTB
- (D-SW) SZ (BRF) GF1
- (D-SY) SZ (BRF) GF1
- (D-SW) SZ 1 (FLX) SRF
- (D-SY) SZ 1 (FLX) SRF
- OM-2Y
- OM-3L
- OM-3R
- RIGHT OF WAY

0 50 100 150 200
SCALE IN FEET

PRELIMINARY
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PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

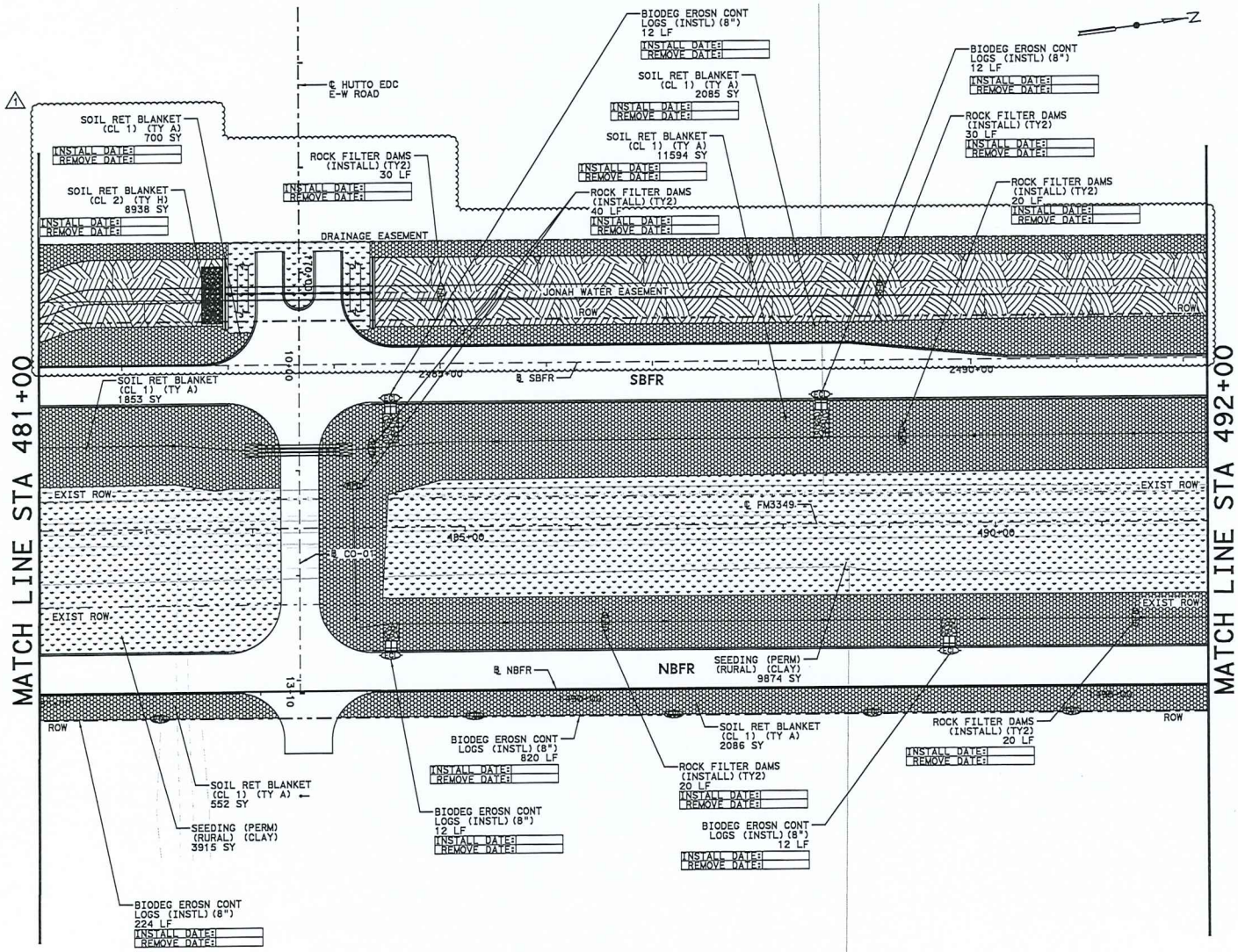
FM 3349

STRIPING AND DELINEATION LAYOUT
STA 481+00 TO STA 492+00

SCALE: 1"=100' SHEET 7 OF 14

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TG	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SF	TEXAS	AUS	WILLIAMSON	745
CHECK	CONTROL	SECTION	JOB	
FT	3486	01	008, ETC	
CHECK				
TG				

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PENTABLE: 1025455.tbl
DATE: 2/27/2023 TIME: 2:37:14 PM SCALE: 1:100



LEGEND

(1) SOIL RETENTION BLANKET CL1 TY A, SEEDING, 4" TOPSOIL, AND SOIL RETENTION BLANKET CL2 TY H.

SOIL RETENTION BLANKET CL1 TY A, SEEDING, AND 4" TOPSOIL

SEEDING

STONE RIPRAP

CONCRETE RIPRAP

EROSION CONTROL LOG

ROCK FILTER DAM

(1) SEE PLAN SET GENERAL NOTES FOR REQUIREMENTS

NOTES:

1. CONSTRUCTION ENTRANCE/EXIT LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. PLACE FOUR 20'x50' CONSTRUCTION ENTRANCE/EXIT. SEE EC(3)-16 FOR DETAIL.
2. PERIMETER CONTROLS SHALL BE IN PLACE PRIOR TO COMMENCING ANY SOIL DISTURBING ACTIVITIES. PERIMETER DEVICES TO BE PLACED AT ROW OR EASEMENT UNLESS OTHERWISE NOTED.
3. FIELD VERIFY LOCATIONS OF BMPs SHOWN AND ALTER LOCATIONS AS NEEDED TO ACHIEVE INTENDED PURPOSE AS APPROVED.
4. MAINTAIN SW3P CONTROL MEASURES THROUGHOUT CONSTRUCTION.
5. CONTRACTOR RESPONSIBLE TO VEGETATE ANY ADDITIONAL DISTURBED AREAS NOT CALLED OUT IN PLANS. PROVIDE TOPSOIL AND SEEDING FOR THESE AREAS. SUBSIDIARY TO PERTINENT ITEMS.
6. SEE DRAINAGE PLANS FOR CONCRETE AND STONE RIPRAP QUANTITIES AND DETAILS.

0 50 100 150 200

SCALE IN FEET

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02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

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710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

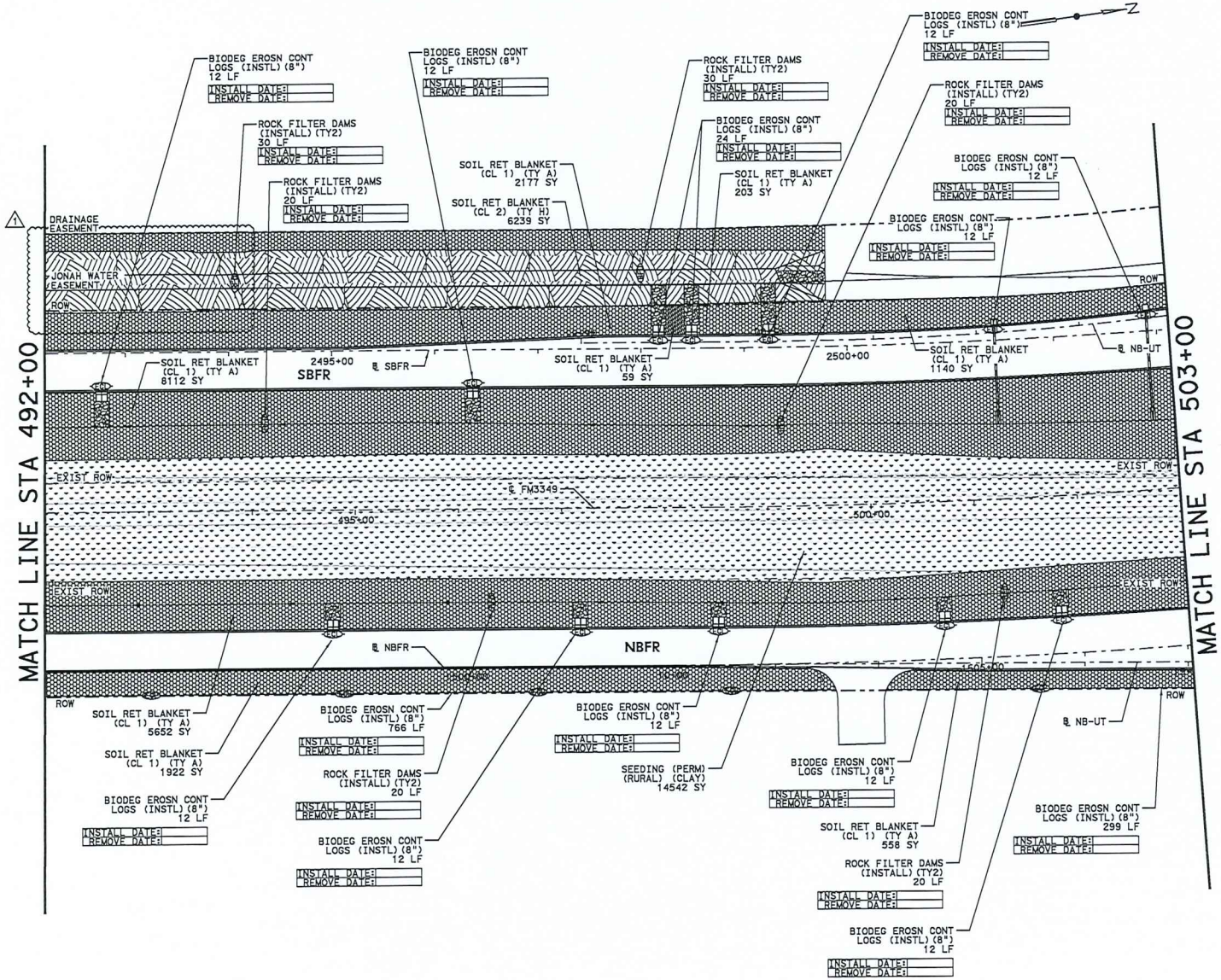
EROSION CONTROL PLAN

STA 481+00 TO STA 492+00

SCALE: 1"=100' SHEET 7 OF 14

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KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SL	TEXAS	AUS	WILLIAMSON	787
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

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DATE: 2/27/2023 TIME: 2:17:21 PM SCALE: 1:100



LEGEND

- (1) SOIL RETENTION BLANKET CL1 TY A, SEEDING, 4" TOPSOIL, AND SOIL RETENTION BLANKET CL2 TY H.
- SOIL RETENTION BLANKET CL1 TY A, SEEDING, AND 4" TOPSOIL
- SEEDING
- STONE RIPRAP
- CONCRETE RIPRAP
- ECL — EROSION CONTROL LOG
- RFD — ROCK FILTER DAM
- (1) SEE PLAN SET GENERAL NOTES FOR REQUIREMENTS

NOTES:

1. CONSTRUCTION ENTRANCE/EXIT LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. PLACE FOUR 20'x50' CONSTRUCTION ENTRANCE/EXIT. SEE EC(3)-16 FOR DETAIL.
2. PERIMETER CONTROLS SHALL BE IN PLACE PRIOR TO COMMENCING ANY SOIL DISTURBING ACTIVITIES. PERIMETER DEVICES TO BE PLACED AT ROW OR EASEMENT UNLESS OTHERWISE NOTED.
3. FIELD VERIFY LOCATIONS OF BMPs SHOWN AND ALTER LOCATIONS AS NEEDED TO ACHIEVE INTENDED PURPOSE AS APPROVED.
4. MAINTAIN SW3P CONTROL MEASURES THROUGHOUT CONSTRUCTION.
5. CONTRACTOR RESPONSIBLE TO VEGETATE ANY ADDITIONAL DISTURBED AREAS NOT CALLED OUT IN PLANS. PROVIDE TOPSOIL AND SEEDING FOR THESE AREAS. SUBSIDIARY TO PERTINENT ITEMS.
6. SEE DRAINAGE PLANS FOR CONCRETE AND STONE RIPRAP QUANTITIES AND DETAILS.

0 50 100 150 200

SCALE IN FEET

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PHILIP A. FULTON, PE #73469
02/27/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

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Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

EROSION CONTROL PLAN

STA 492+00 TO 503+00

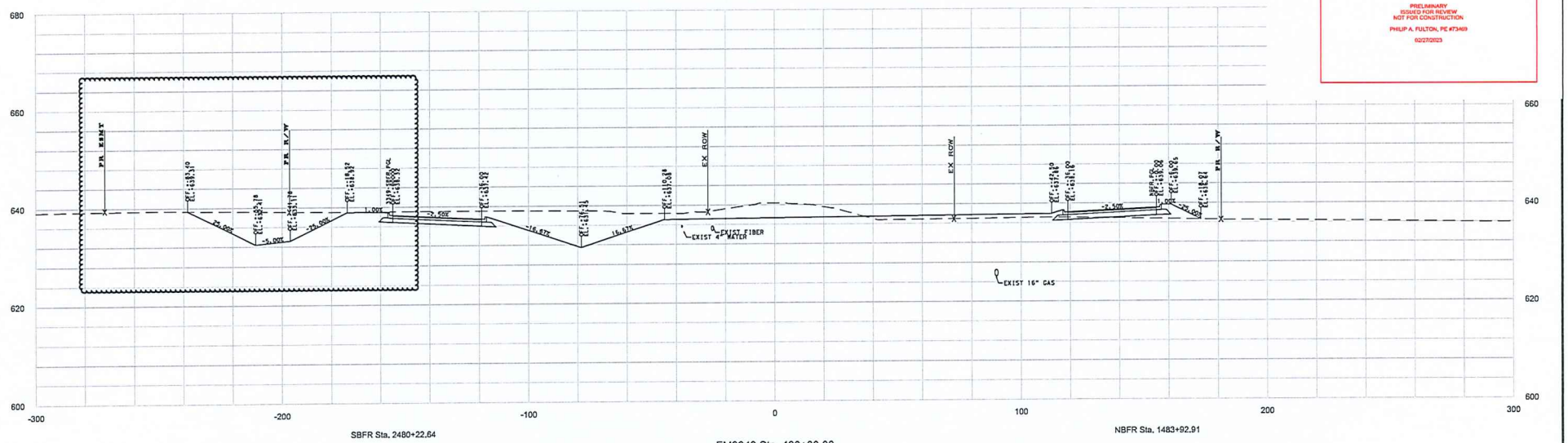
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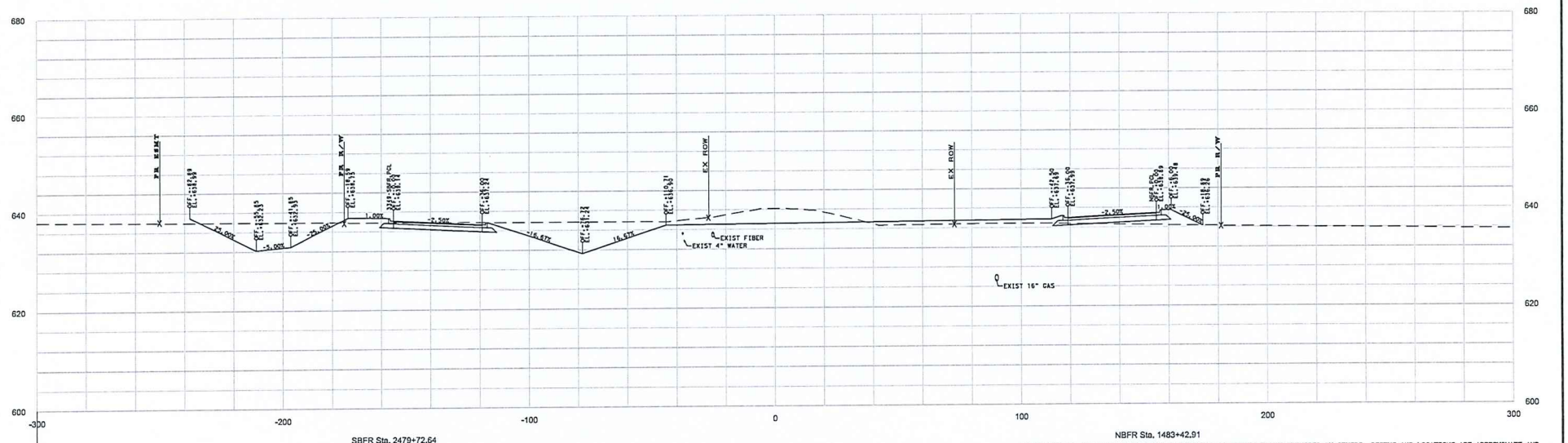
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KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	788
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

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PENTABLE: 1025455.tbl
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CHANGE ORDER NO. 2

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02/27/2023





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NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas 78681
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STA 479+50.00 TO STA 480+00.00

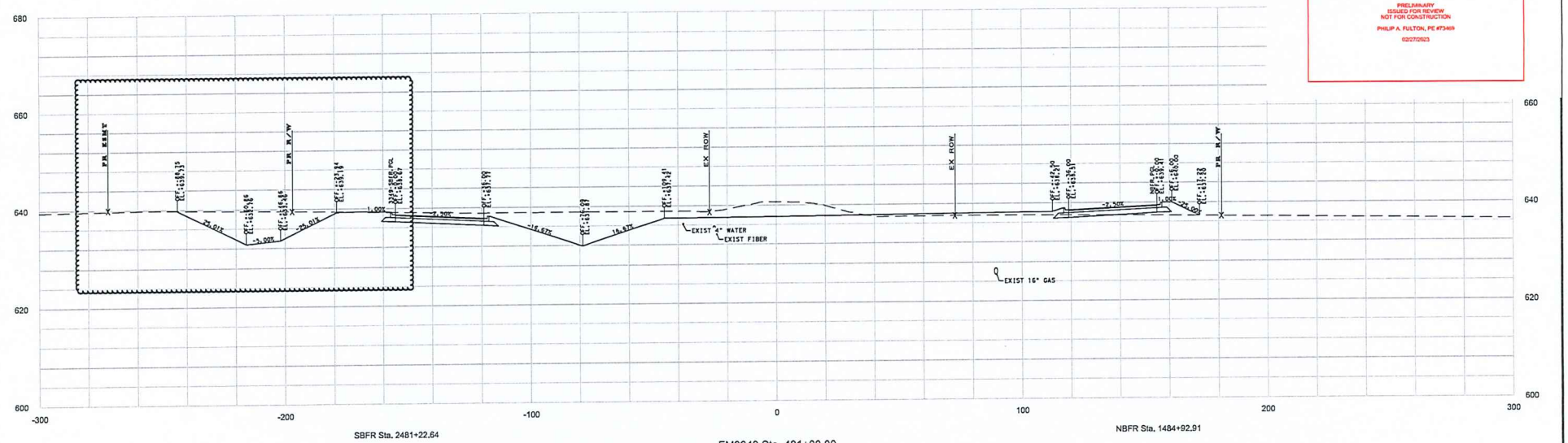
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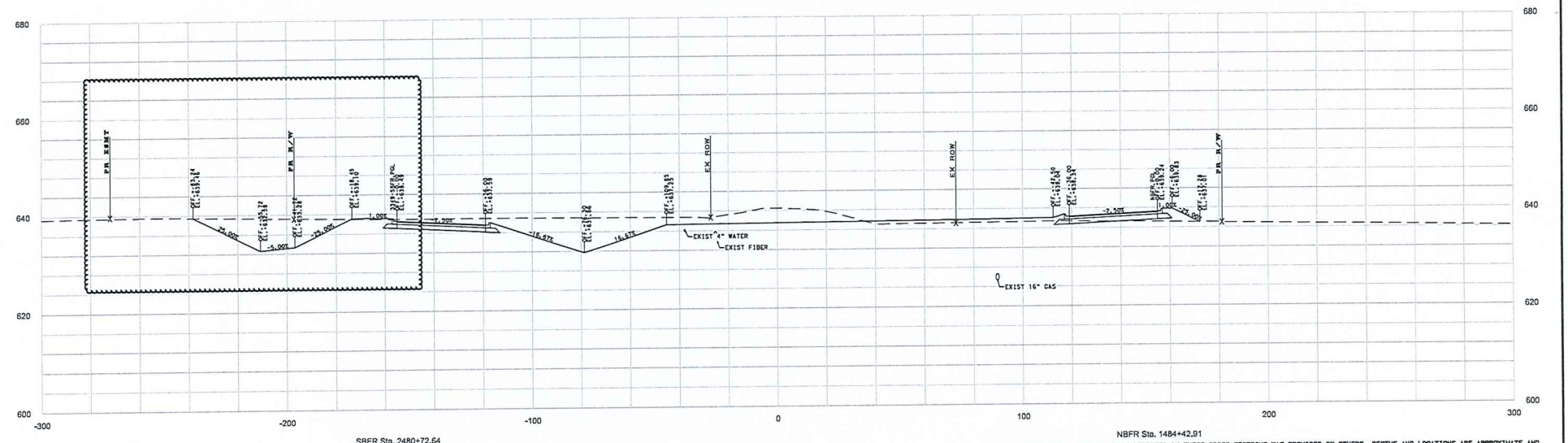
FM 3349
CROSS SECTIONS

SHEET NO.
XS-66

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CHANGE ORDER NO. 2





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NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY

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STA 480+50.00 TO STA 481+00.00

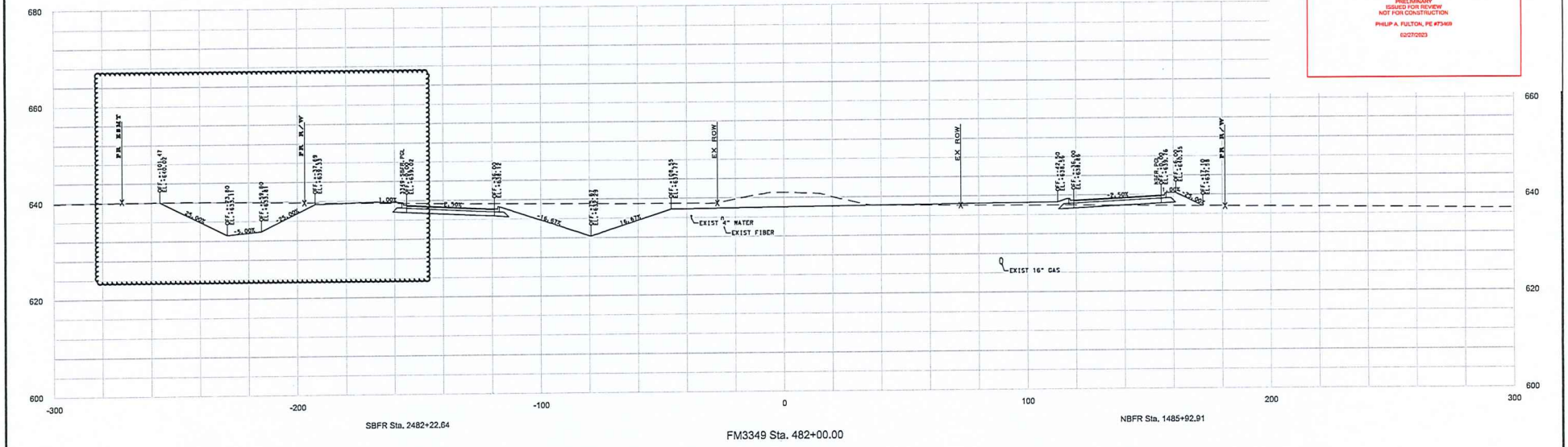
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FM 3349
CROSS SECTIONS

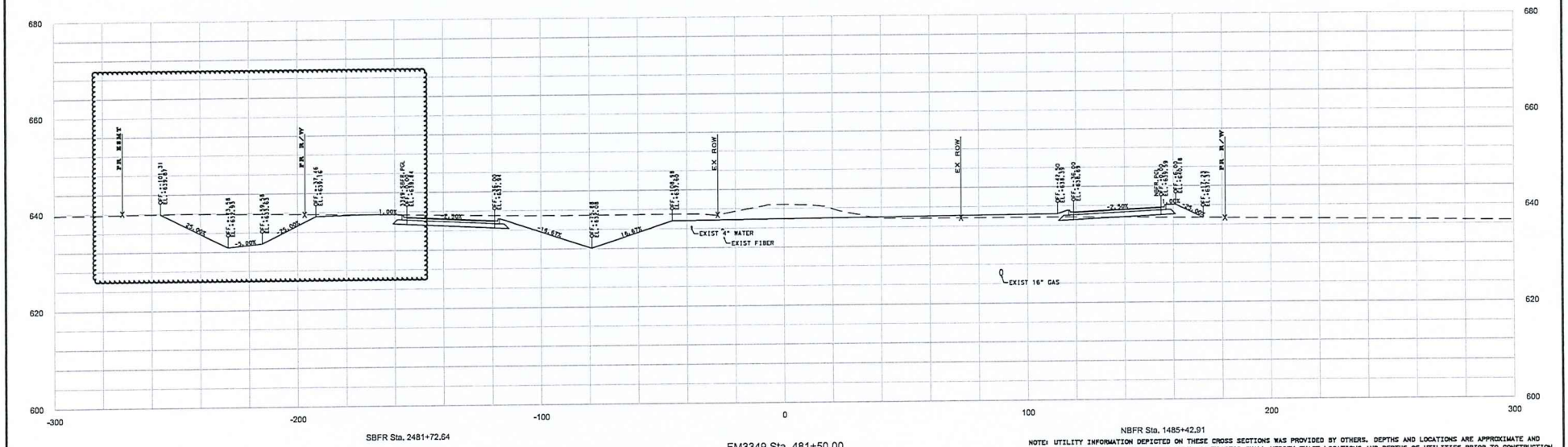
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XS-67

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CHANGE ORDER NO. 2



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NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY

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STA 481+50.00 TO STA 482+00.00

SCALE: HORIZ: 1"=40'
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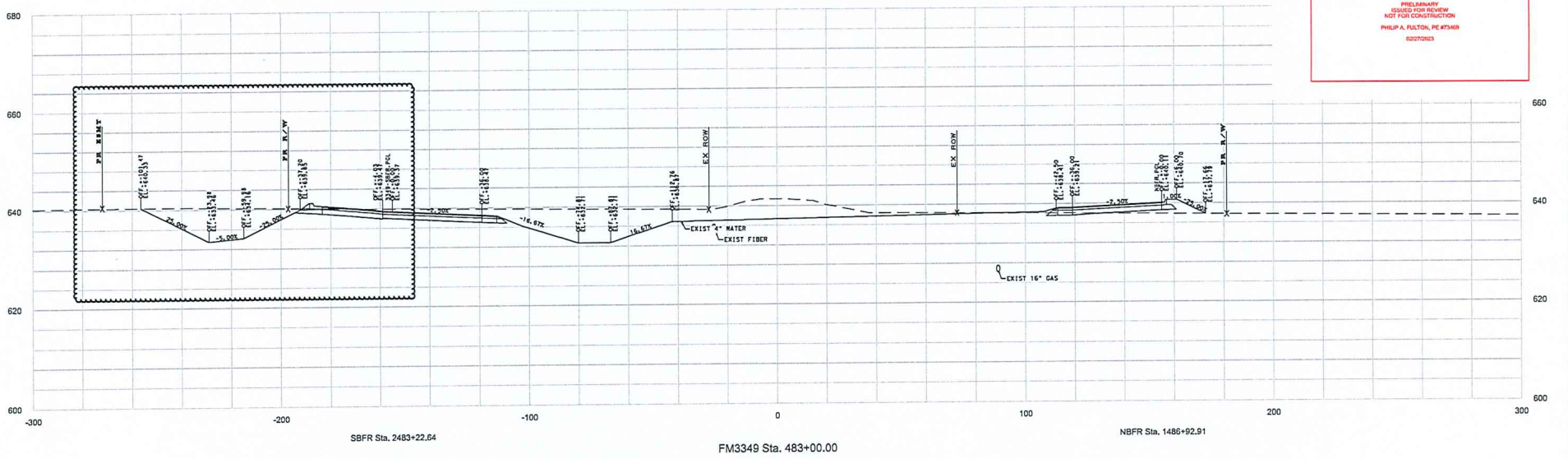
FM 3349
CROSS SECTIONS

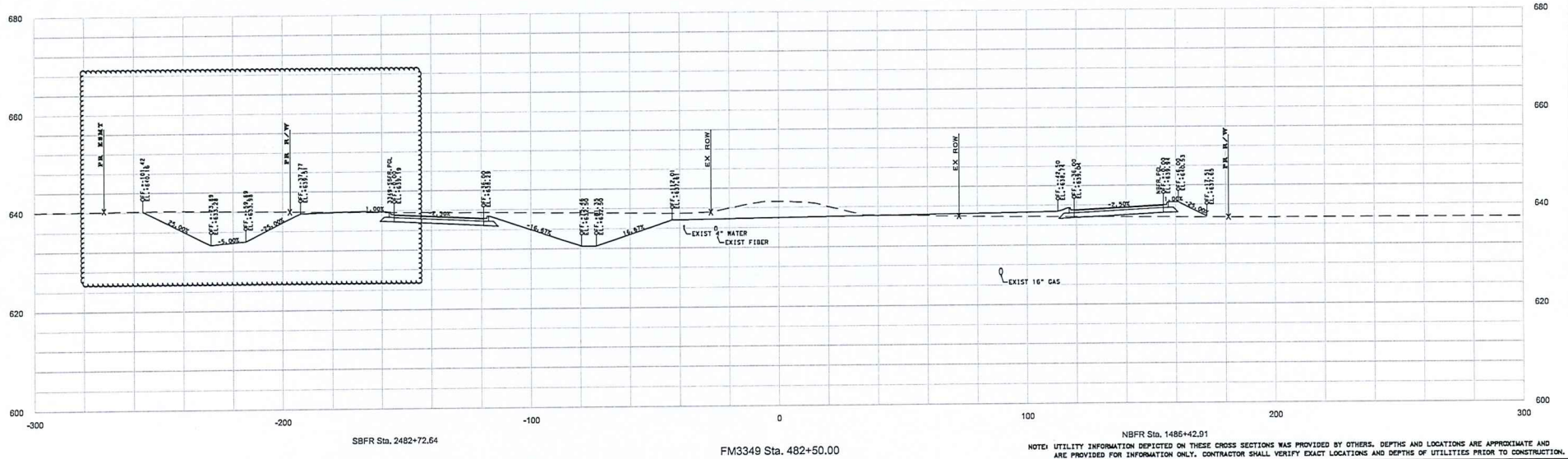
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FILE: \

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CHANGE ORDER NO. 2





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NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY TEXAS

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STA 482+50.00 TO STA 483+00.00

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FM 3349
CROSS SECTIONS

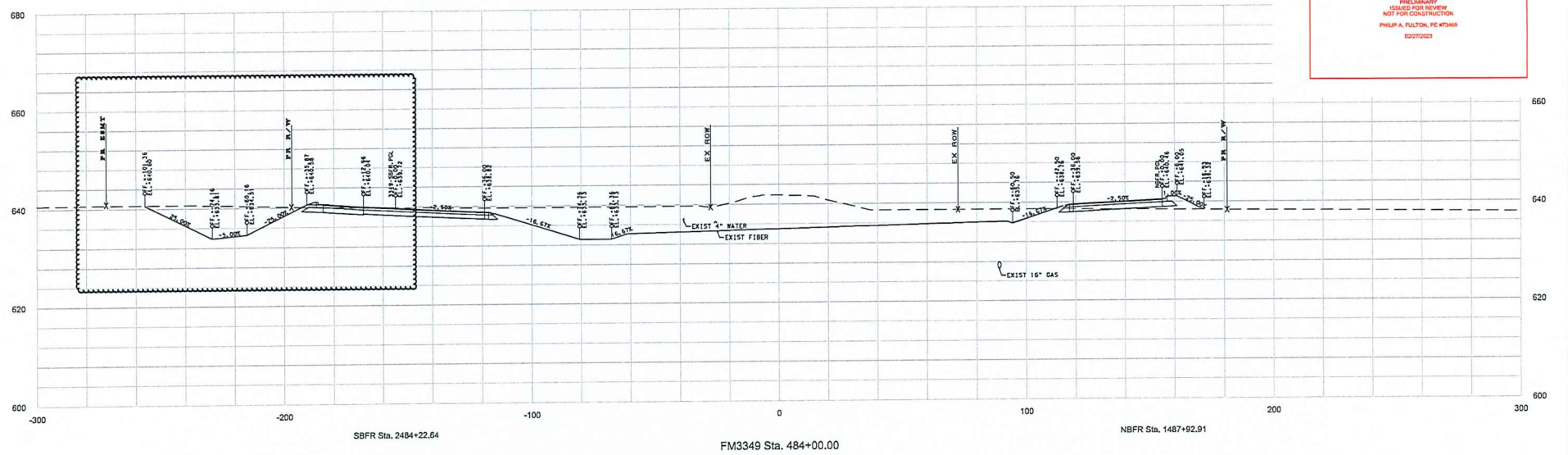
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CHANGE ORDER NO. 2

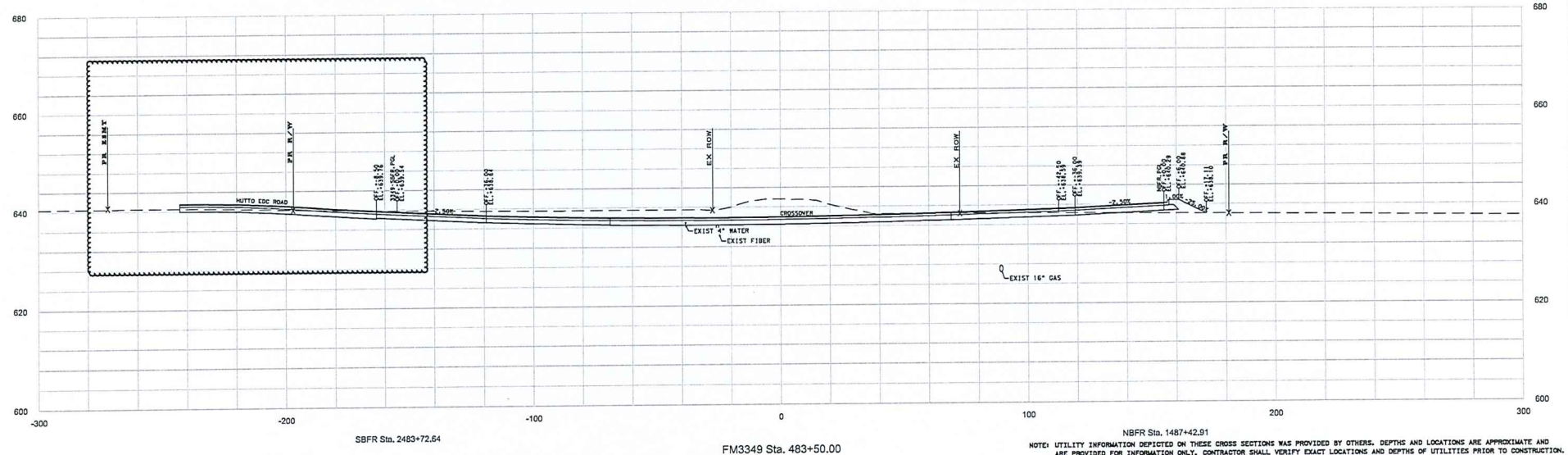
PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION
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02/27/2023



SBFR Sta. 2484+22.64

FM3349 Sta. 484+00.00

NBFR Sta. 1487+92.91



SBFR Sta. 2483+72.64

FM3349 Sta. 483+50.00

NBFR Sta. 1487+42.91

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WILLIAMSON COUNTY

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Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 483+50.00 TO STA 484+00.00

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FM 3349
CROSS SECTIONS

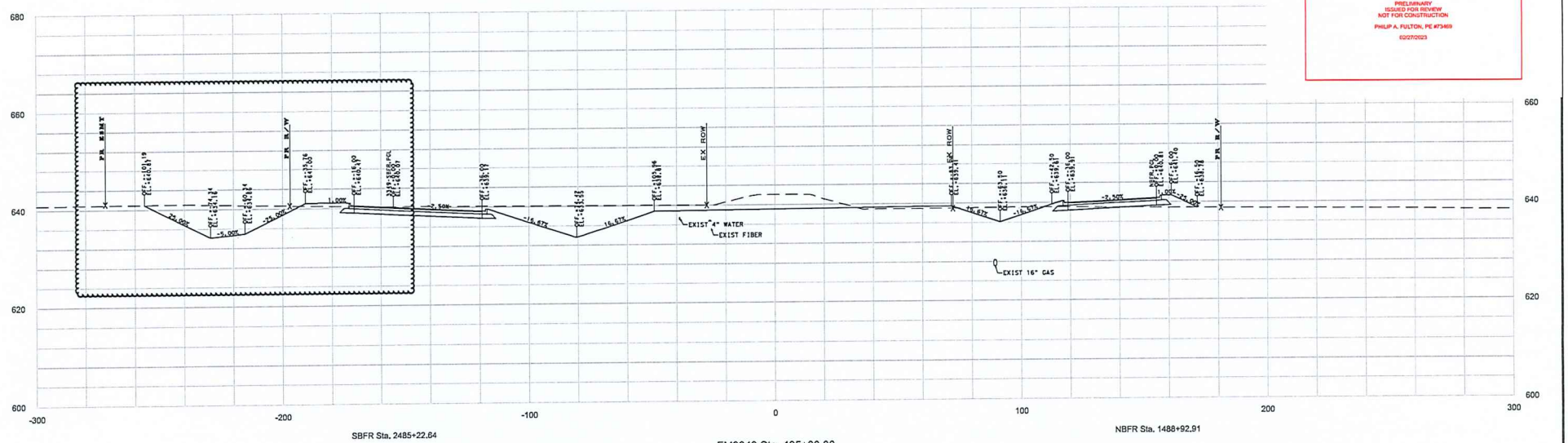
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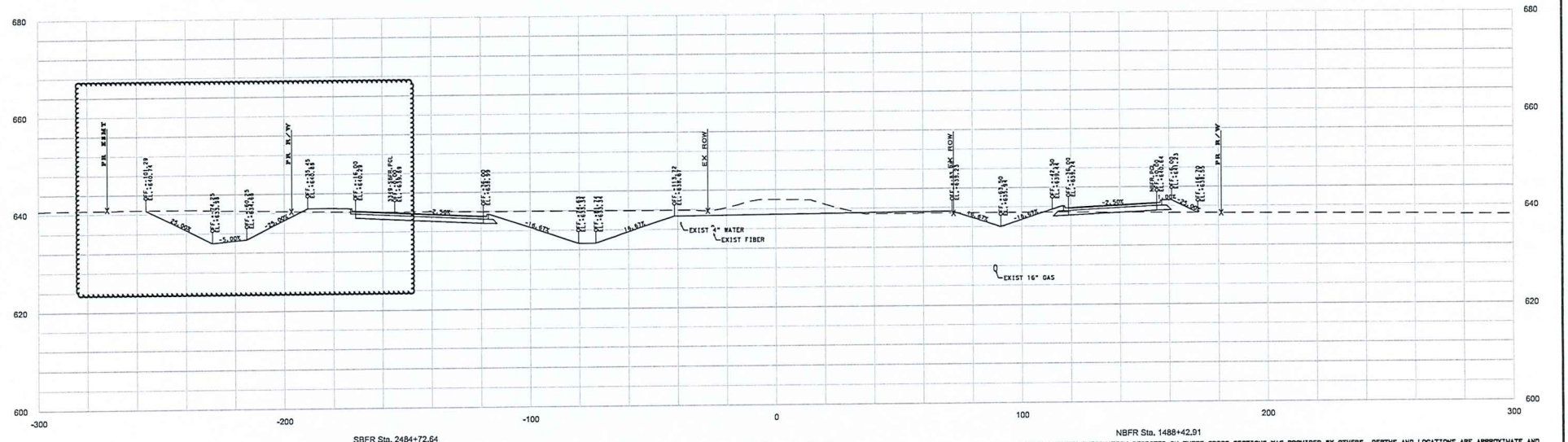
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CHANGE ORDER NO. 2

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02/27/2023





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NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY

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Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 484+50.00 TO STA 485+00.00

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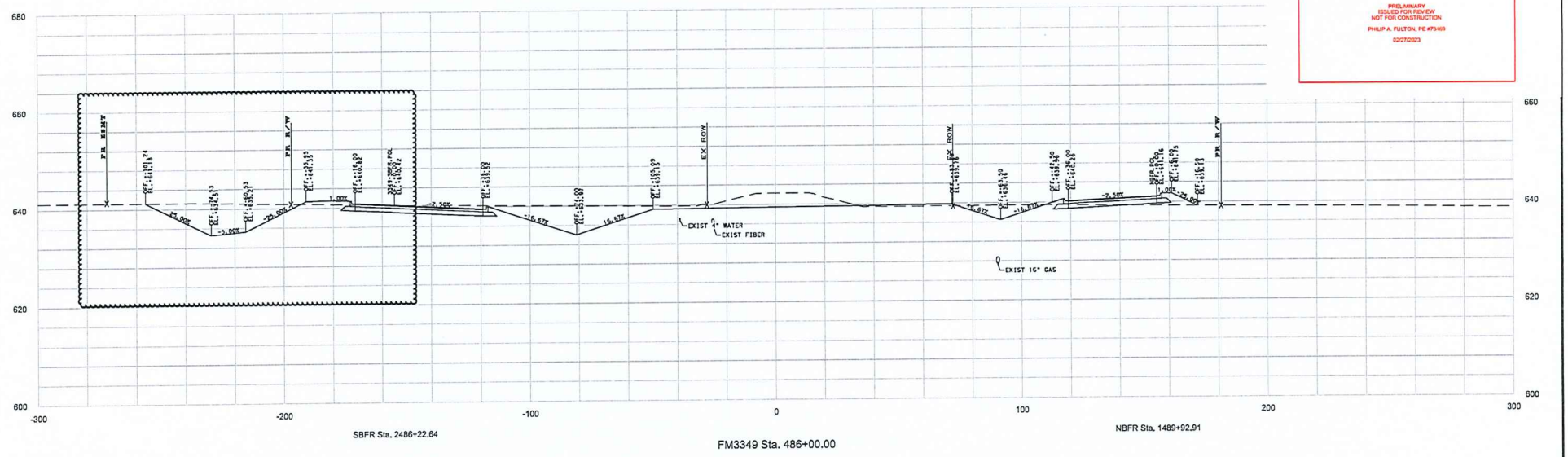
FM 3349
CROSS SECTIONS

SHEET NO.
XS-71

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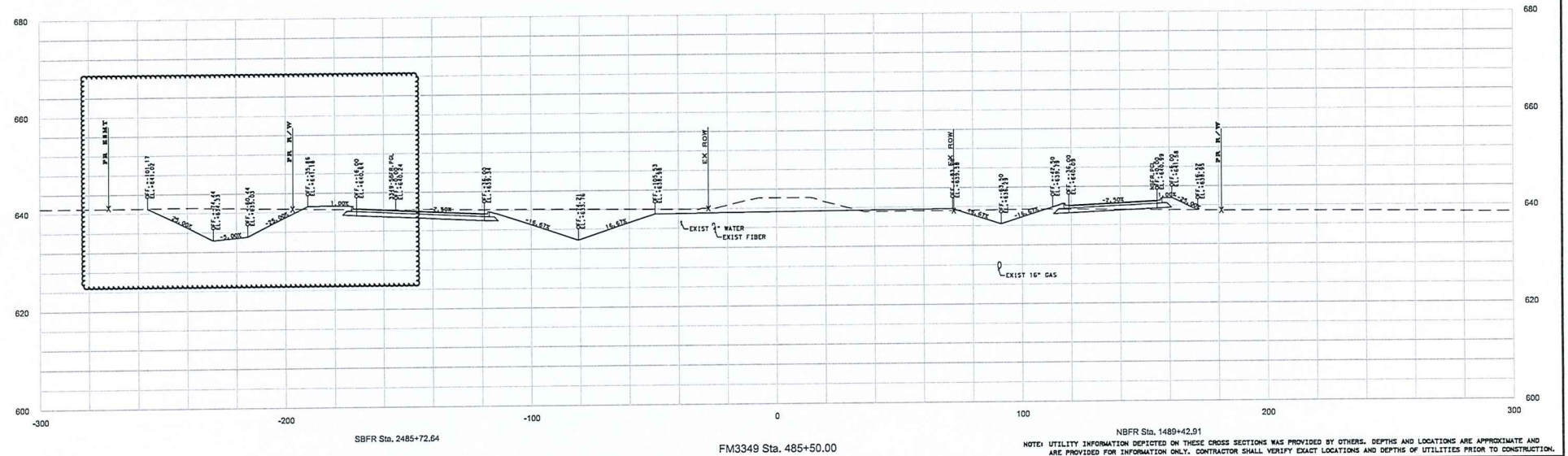
CHANGE ORDER NO. 2



SBFR Sta. 2486+22.64

FM3349 Sta. 486+00.00

NBFR Sta. 1489+92.91



SBFR Sta. 2485+72.64

FM3349 Sta. 485+50.00

NBFR Sta. 1489+42.91

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PHILIP A. FULTON, PE #73418
02/27/2023

NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY TEXAS

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 485+50.00 TO STA 486+00.00

SCALE: HORIZ: 1"=40'
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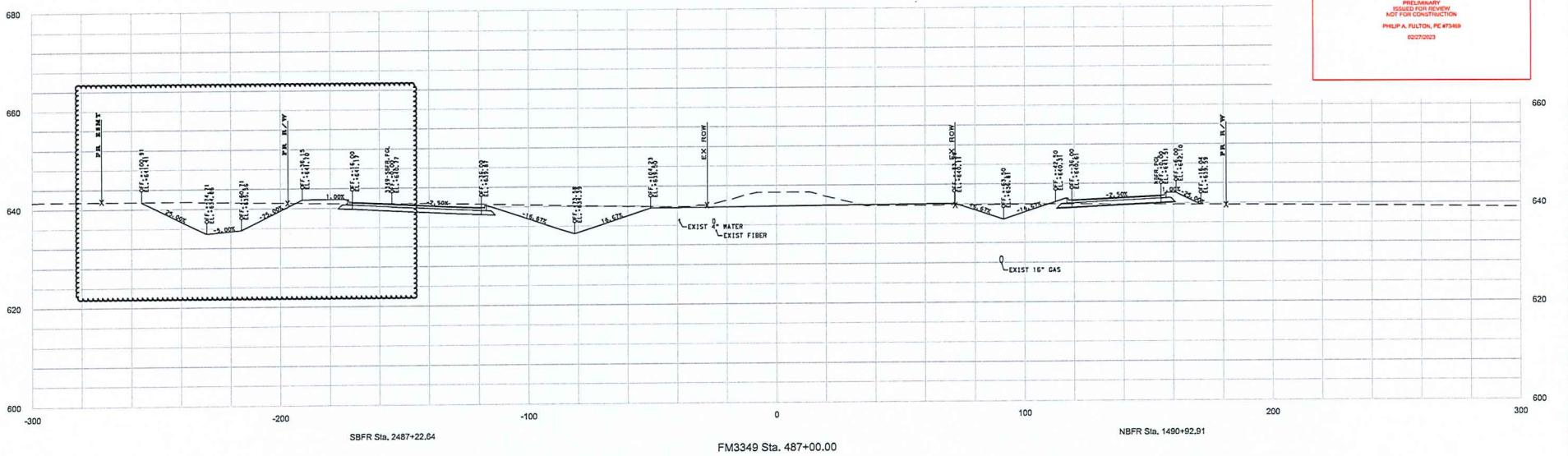
FM 3349
CROSS SECTIONS

SHEET NO.
XS-72

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CHANGE ORDER NO. 2

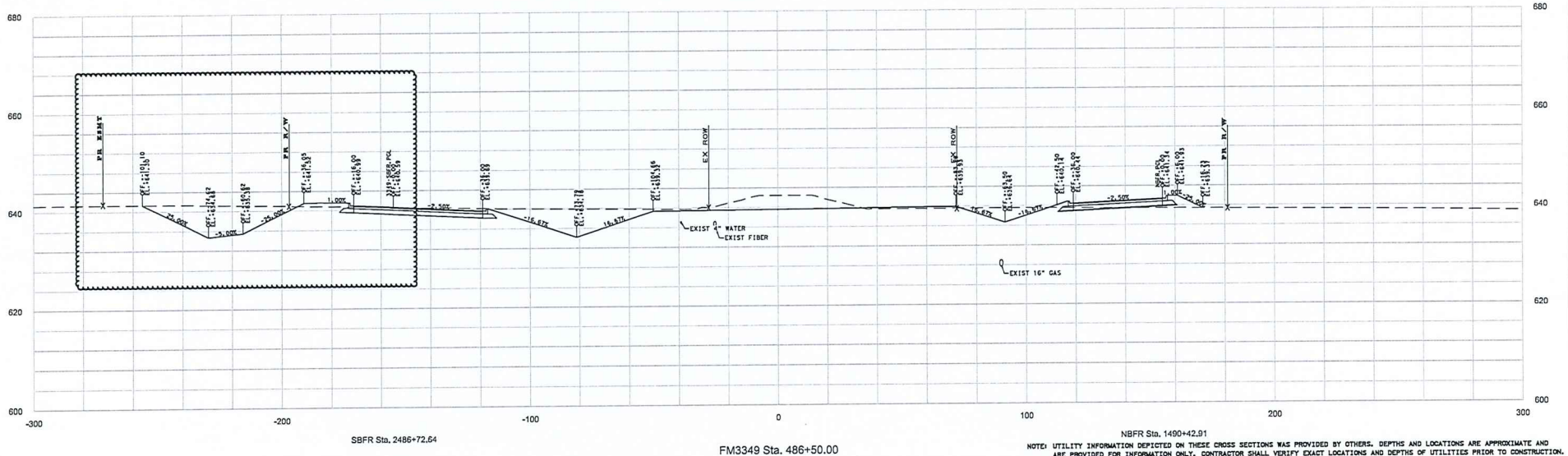
PRELIMINARY
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PHILIP A. FULTON, PE #73469
02/27/2023



SBFR Sta. 2487+22.64

FM3349 Sta. 487+00.00

NBFR Sta. 1490+92.91



SBFR Sta. 2486+72.64

FM3349 Sta. 486+50.00

NBFR Sta. 1490+42.91

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NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 486+50.00 TO STA 487+00.00

SCALE: HORIZ: 1"=40'
VERT: 1"=20'

FM 3349
CROSS SECTIONS

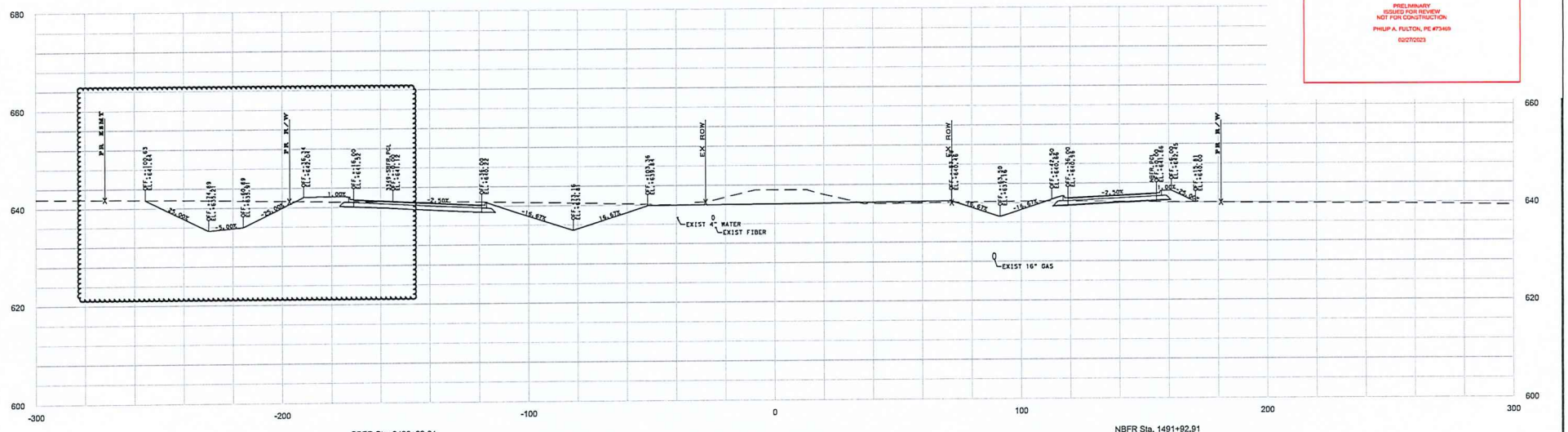
SHEET NO.
XS-73

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CHANGE ORDER NO. 2

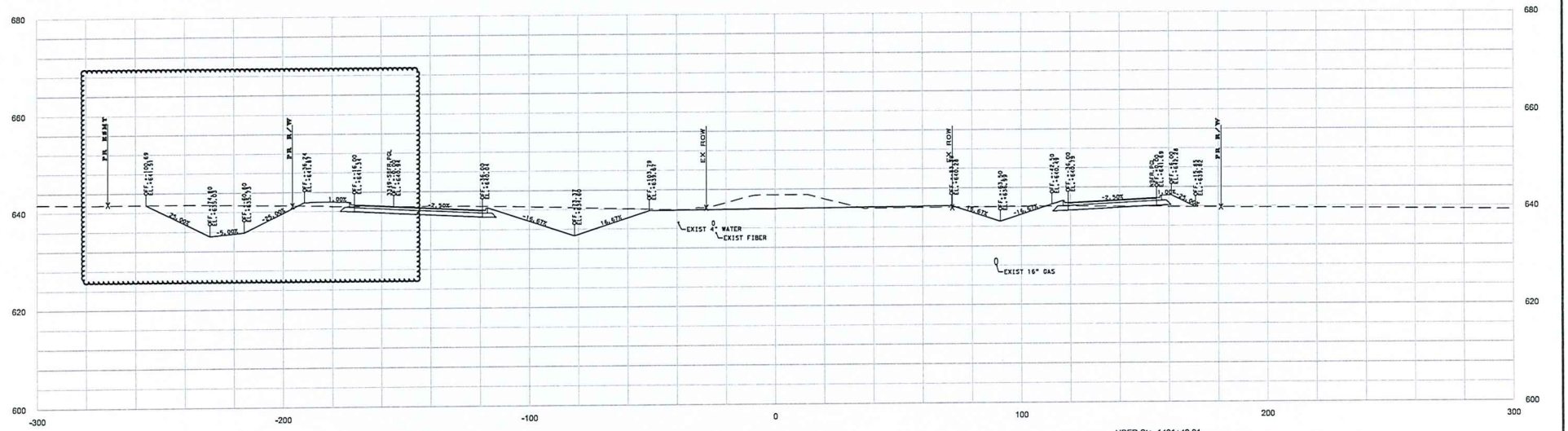
PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION
PHILIP A. FULTON, PE #73469
02/27/2023



SBFR Sta. 2488+22.64

FM3349 Sta. 488+00.00

NBFR Sta. 1491+92.91



SBFR Sta. 2487+72.64

FM3349 Sta. 487+50.00

NBFR Sta. 1491+42.91

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Round Rock, Texas 78681
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STA 487+50.00 TO STA 488+00.00

SCALE: HORIZ: 1"=40'
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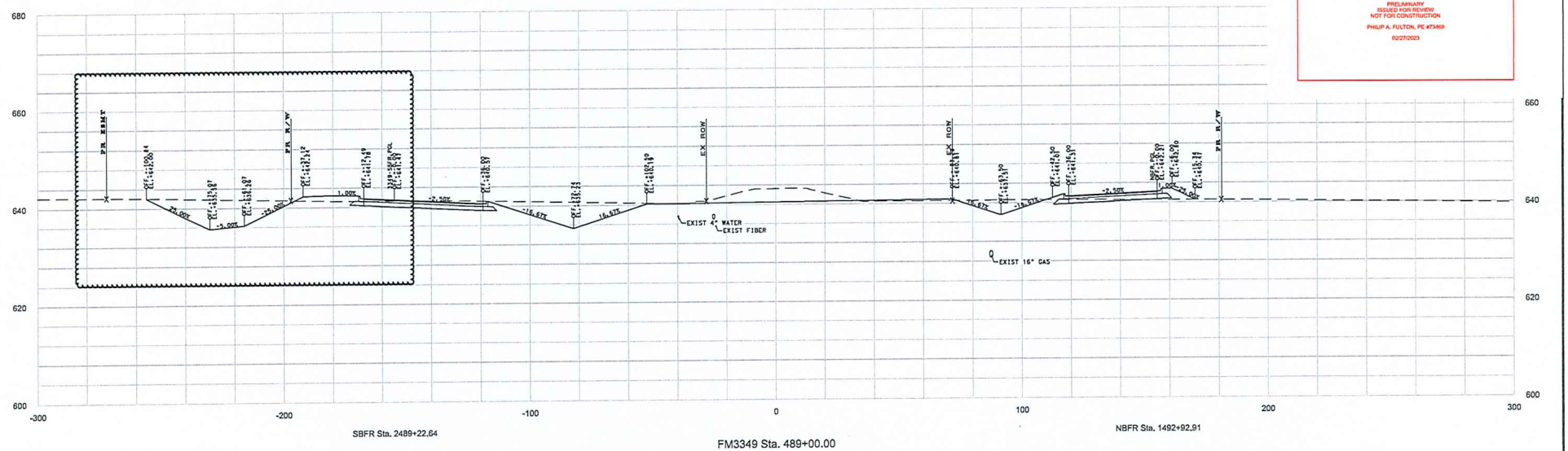
FM 3349
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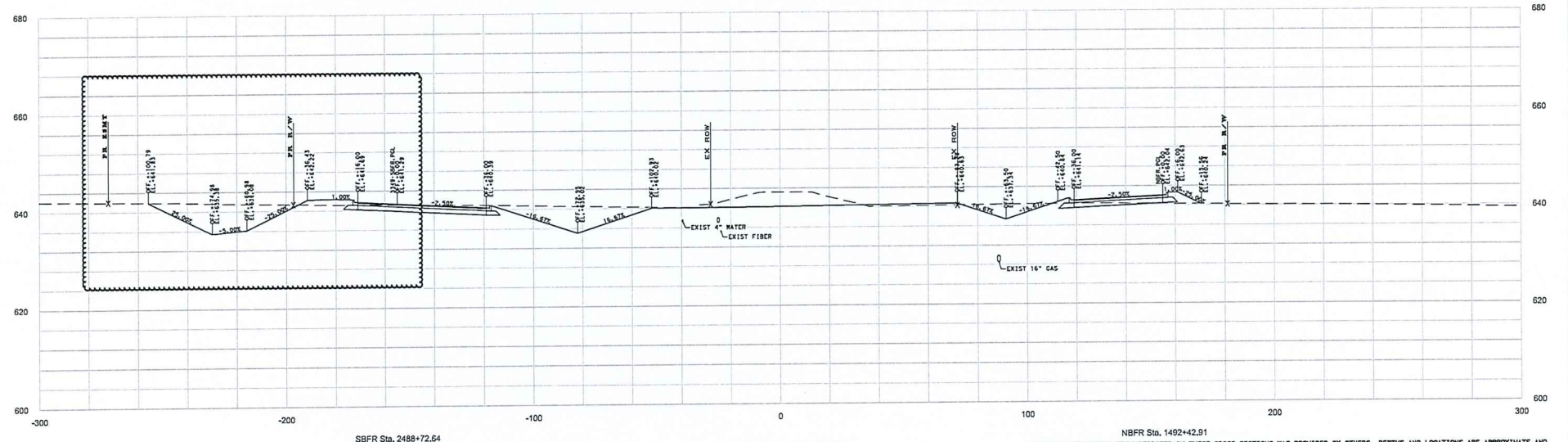
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XS-74

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SCALE: 1:480

CHANGE ORDER NO. 2





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PHILIP A. FULTON, PE #73469
02/27/2023

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Texas Registered Engineering Firm F-754

STA 488+50.00 TO STA 489+00.00

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FM 3349
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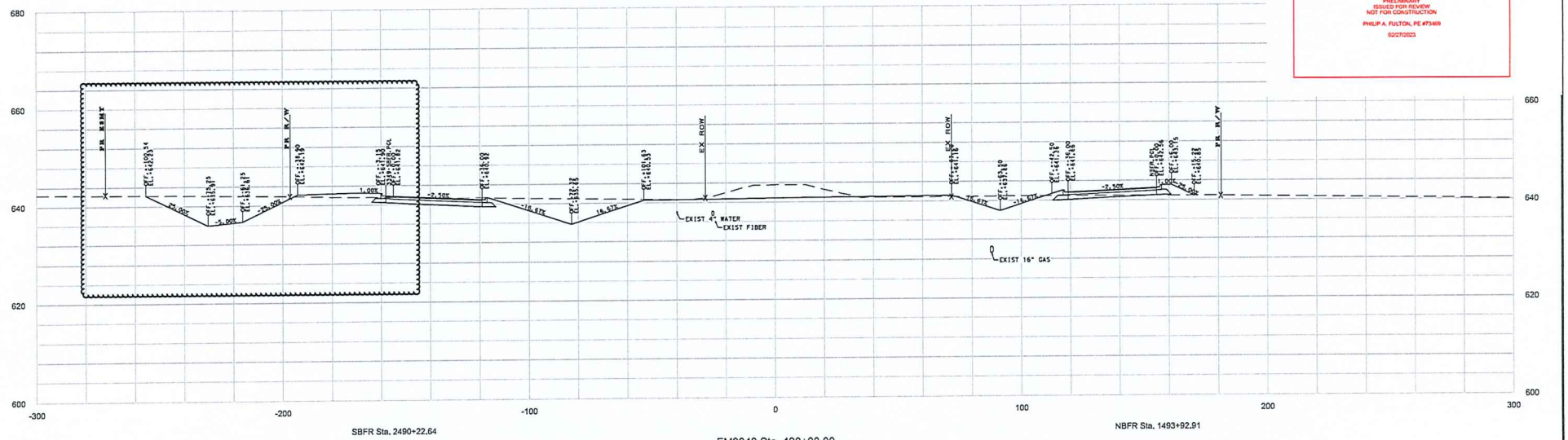
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XS-75

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CHANGE ORDER NO. 2

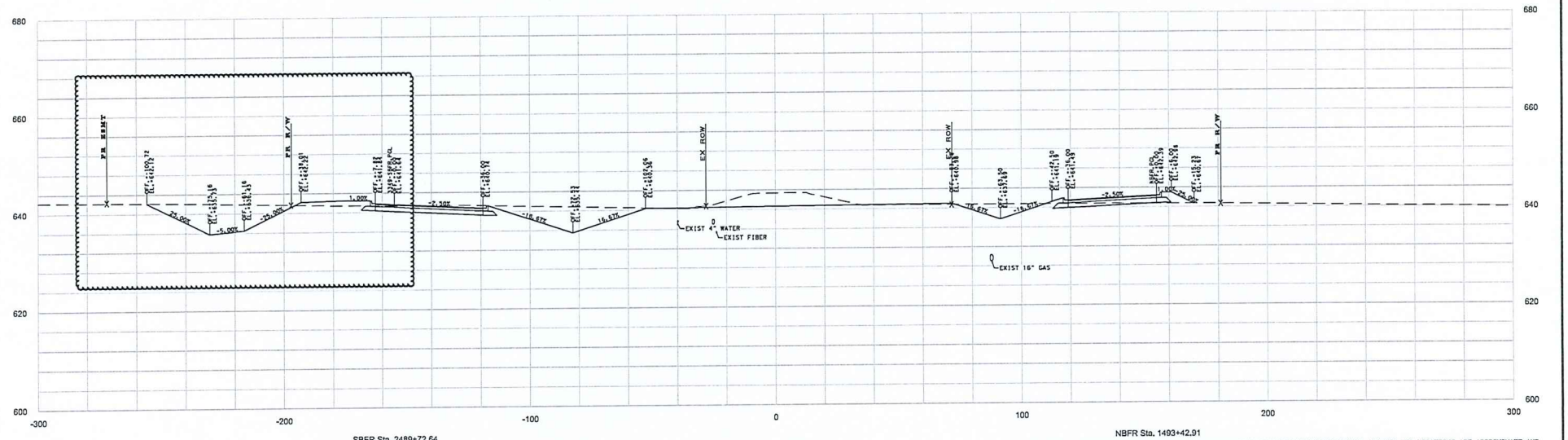
PRELIMINARY
ISSUED FOR REVIEW
NOT FOR CONSTRUCTION
PHILIP A. FULTON, PE #73469
02/27/2023



SBFR Sta. 2490+22.64

FM3349 Sta. 490+00.00

NBFR Sta. 1493+92.91



SBFR Sta. 2489+72.64

FM3349 Sta. 489+50.00

NBFR Sta. 1493+42.91

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Texas Registered Engineering Firm F-754

STA 489+50.00 TO STA 490+00.00

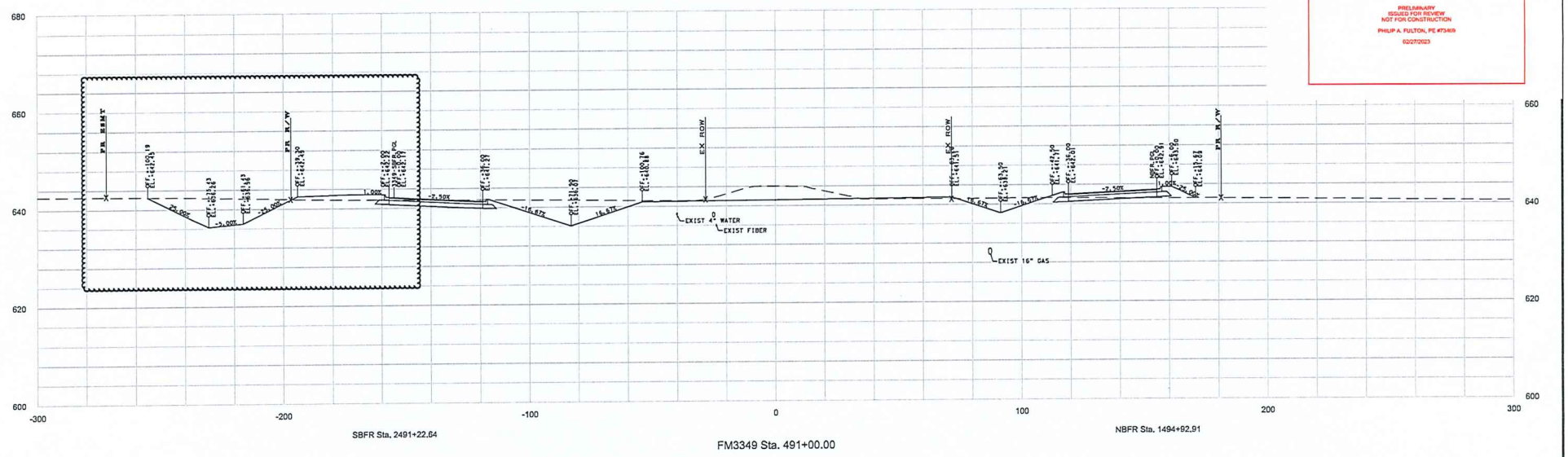
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FM 3349
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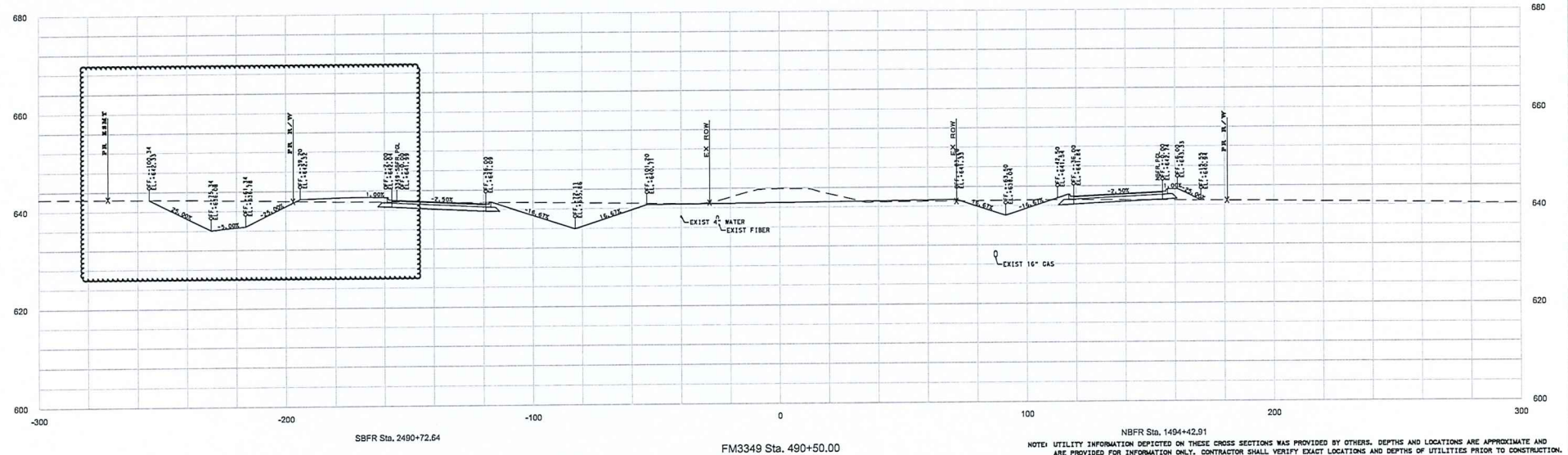
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XS-76

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TIME: 6:55:51 AM SCALE: 1:480

CHANGE ORDER NO. 2



PRELIMINARY
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PHILIP A. FULTON, PE #73469
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WILLIAMSON COUNTY

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710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 490+50.00 TO STA 491+00.00

SCALE: HORIZ: 1"=40'
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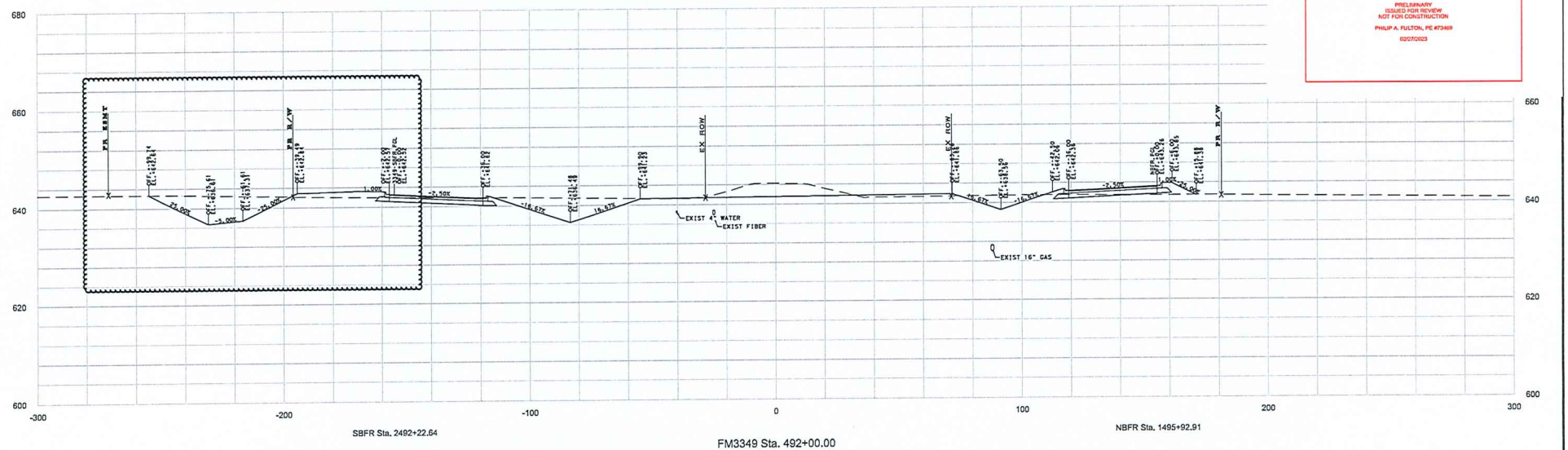
FM 3349
CROSS SECTIONS

SHEET NO.
XS-77

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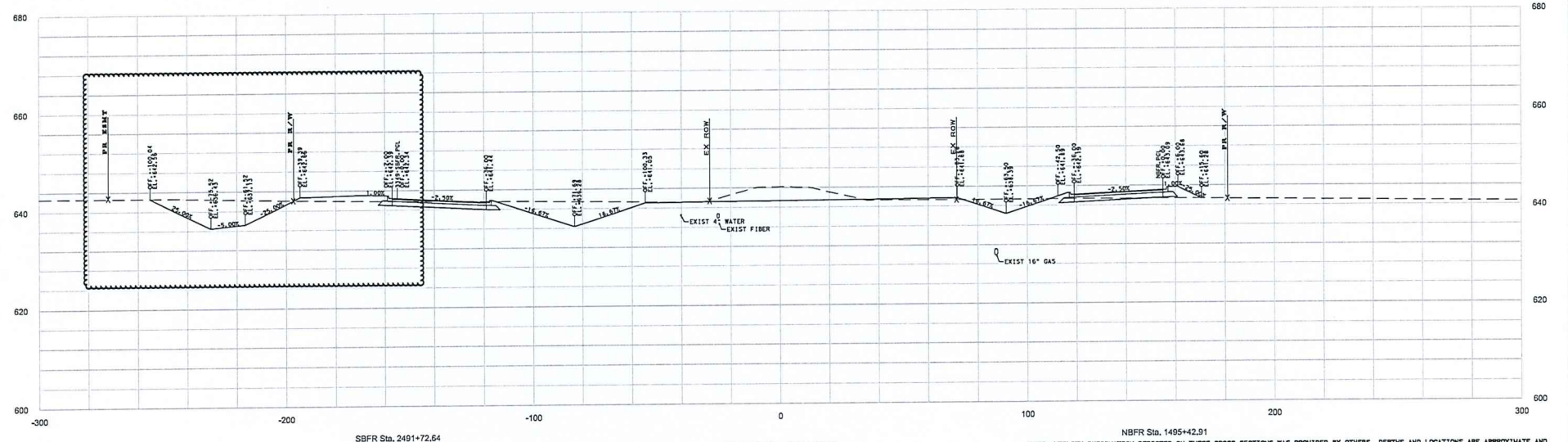
PRELIMINARY
ISSUED FOR REVIEW
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PHILIP A. FULTON, PE #73469
02/27/2023



SBFR Sta. 2492+22.64

FM3349 Sta. 492+00.00

NBFR Sta. 1495+92.91



SBFR Sta. 2491+72.64

FM3349 Sta. 491+50.00

NBFR Sta. 1495+42.91

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Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 491+50.00 TO STA 492+00.00

SCALE: HORIZ: 1"=40'
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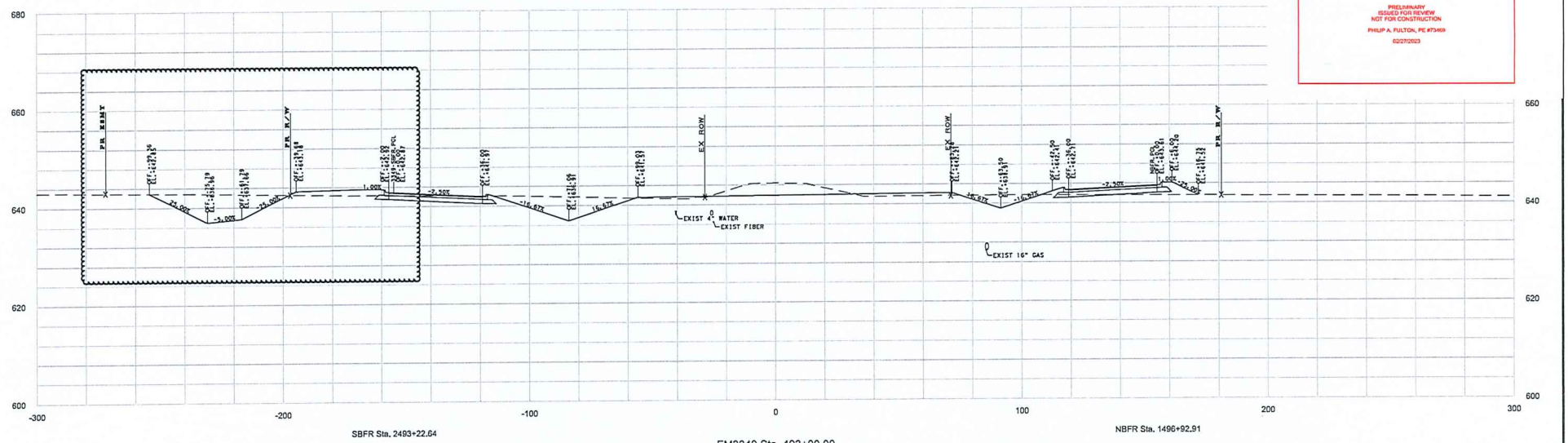
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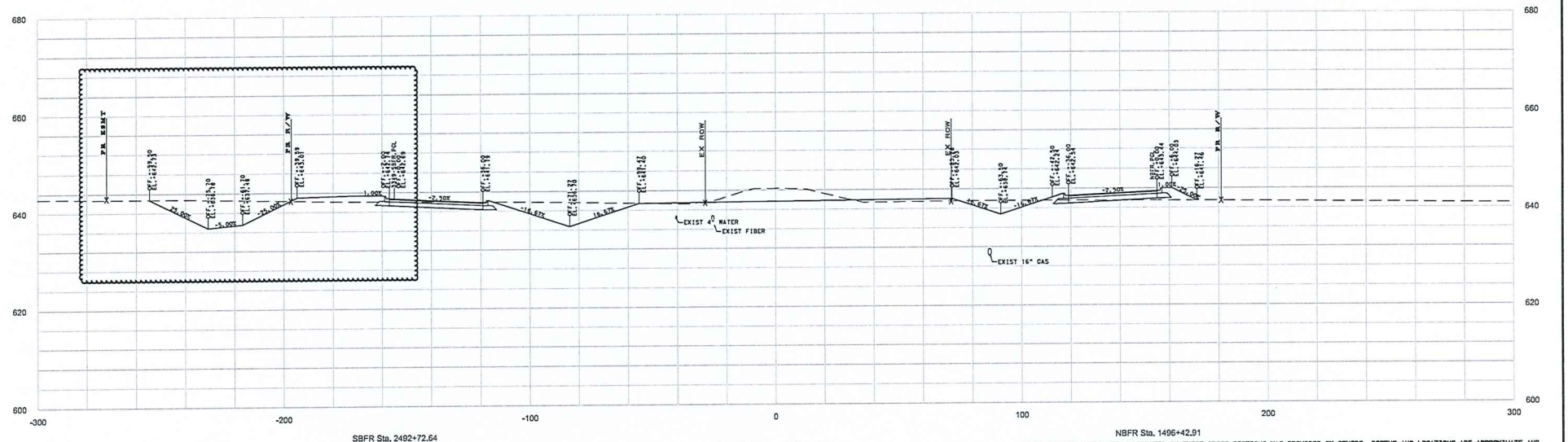
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XS-78

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TIME: 6:55:54 AM SCALE: 1:480

CHANGE ORDER NO. 2





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STA 492+50.00 TO STA 493+00.00

SCALE: HORIZ: 1"=40'
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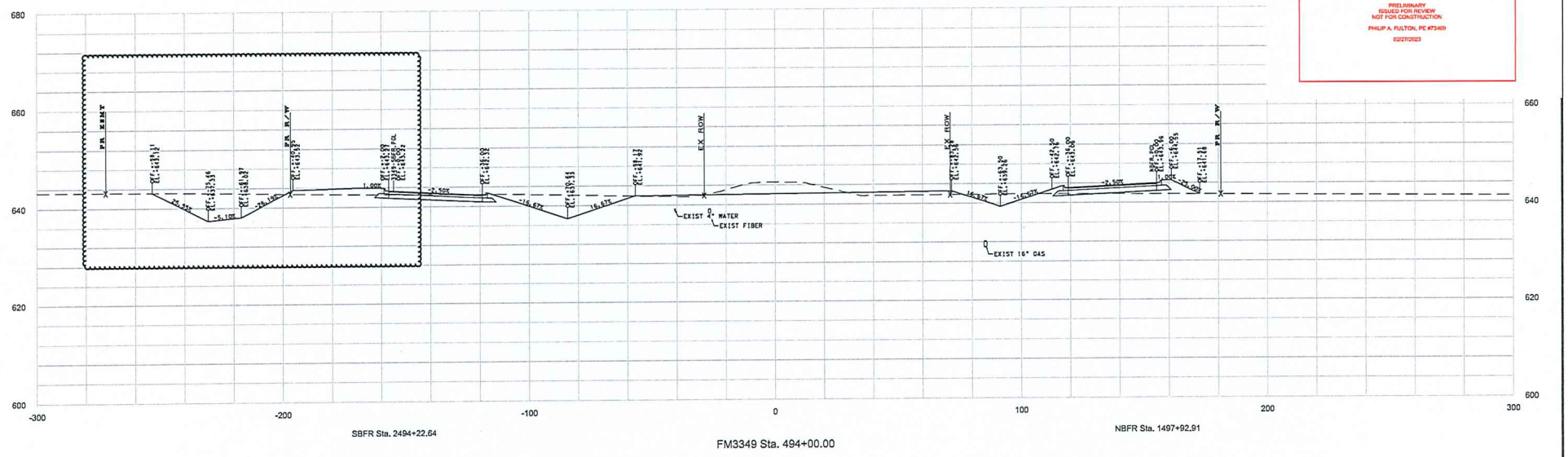
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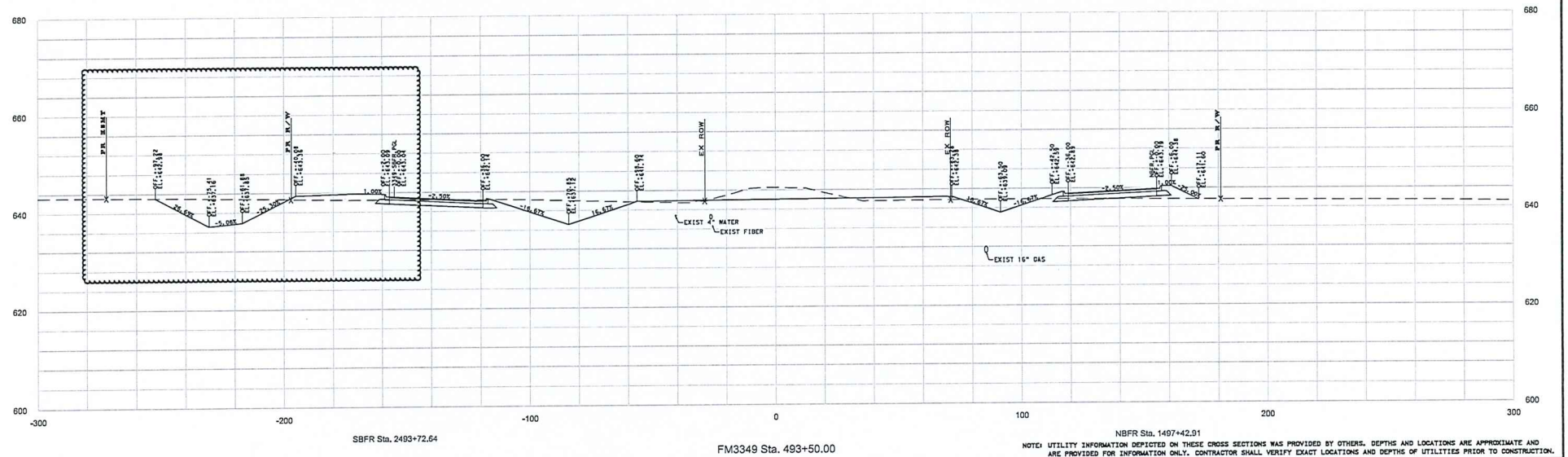
SHEET NO.
XS-79

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CHANGE ORDER NO. 2





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Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 493+50.00 TO STA 494+00.00

SCALE: HORIZ: 1"=40'
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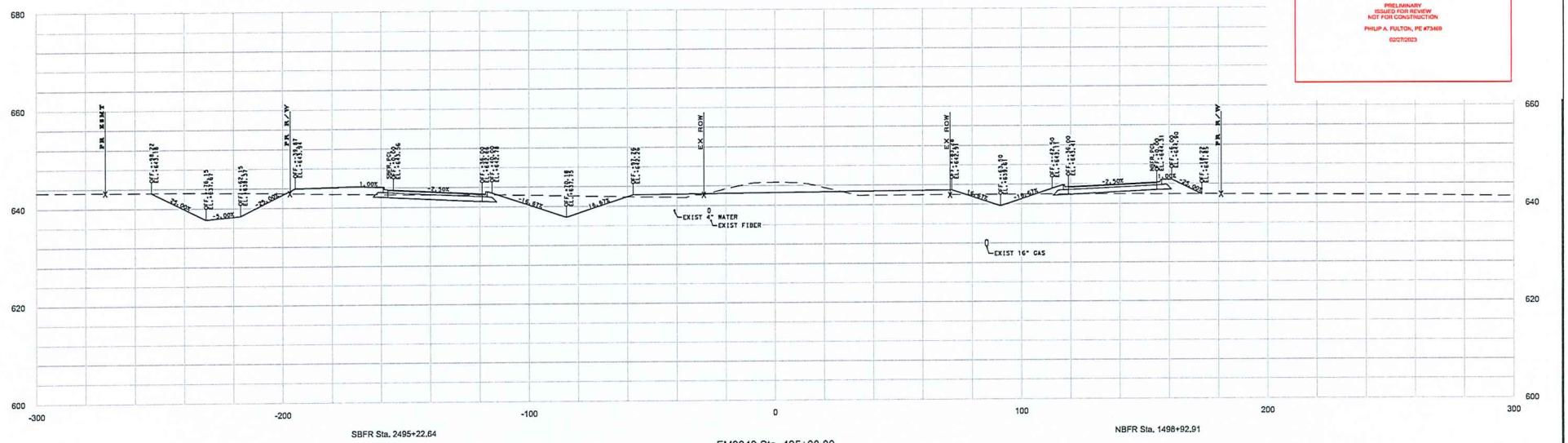
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SHEET NO.
XS-80

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CHANGE ORDER NO. 2

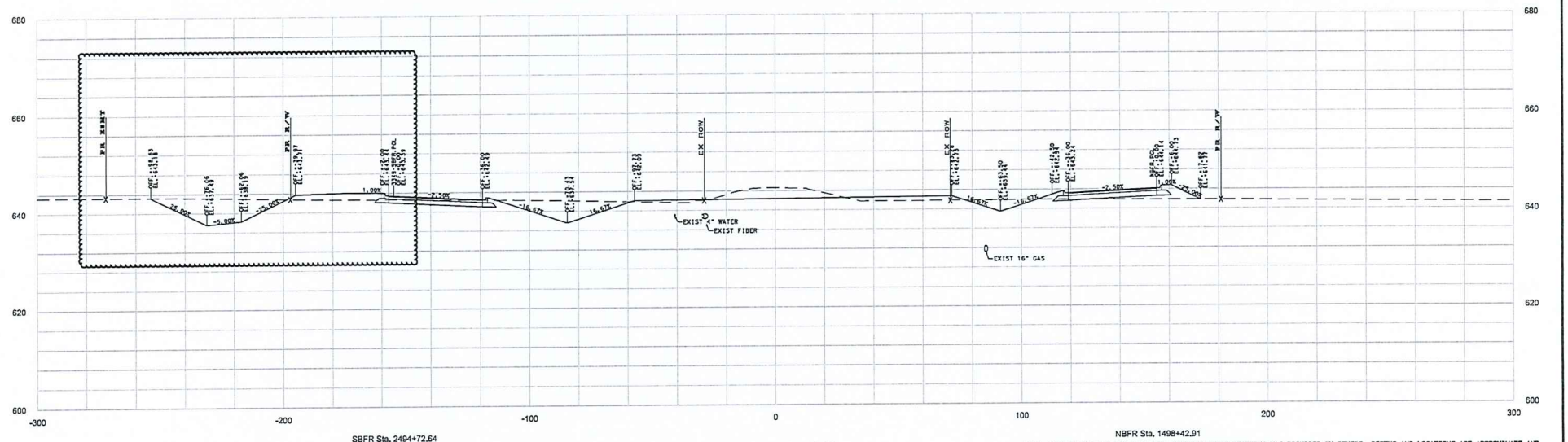
PRELIMINARY
ISSUED FOR REVIEW
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PHILIP A. FULTON, PE #73469
02/27/2023



SBFR Sta. 2495+22.64

FM3349 Sta. 495+00.00

NBFR Sta. 1498+92.91



SBFR Sta. 2494+72.64

FM3349 Sta. 494+50.00

NBFR Sta. 1498+42.91

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STA 494+50.00 TO STA 495+00.00

SCALE: HORIZ: 1"=40'
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FM 3349
CROSS SECTIONS

SHEET NO.
XS-81

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TIME: 6:55:58 AM SCALE: 1:480

Meeting Date: 06/27/2023

Interlocal 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 an Interlocal Agreement with Jonah Special Utility District regarding the relocation of water system improvements related to the East Wilco Highway (Fm 3349/Southeast Loop Segment 3). Funding Source: Road Bond, P332.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:38 AM
Form Started By: Charlie Crossfield		Started On: 06/21/2023 10:27 AM
Final Approval Date: 06/22/2023		

INTERLOCAL AGREEMENT REGARDING

RELOCATION OF WATER SYSTEM IMPROVEMENTS
FM 3349 (Southeast Loop Segment 3)

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

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

WHEREAS, the County is and has been in the process of designing and acquiring property for the proposed construction of improvements to FM 3349, the location of which is shown on Exhibit "A", attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-of-way into easements in which the District's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of District water lines is necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project are attached hereto as Exhibit "B" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the District's waterlines in certain segments of the County Project.

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

I.
GENERAL STATEMENT

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the Relocation Project caused by the County's construction of the County Project.

1.02 County Relocation of Waterlines. The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, subject only to certain

betterment Easement Costs reimbursement as detailed below. As stated below, the County must reimburse the District for all costs related to the design of the Plans.

1.03 County to Obtain Easements. The County must acquire at its own expense all necessary easements required by the District for the County Project and the Relocation Project as shown in the Plans. This agreement specifically allows the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the District. The form of the easement is attached hereto as Exhibit "C". The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project, other than for newly established easement area shares as identified below. The easements' locations and widths shall be agreed upon by the District and the County, and any easements which are not acquired directly in the name of the District as Grantee shall be assigned by the County to the District upon completion of construction of the Relocation Project.

The parties acknowledge that County has been requested to acquire certain newly established easement areas in addition to replacement widths for what County Project conflicted locations are currently existing, which results in a betterment to District. County shall be responsible for 87% of the total documented easement acquisition purchase prices or condemnation acquisition values, and District shall be responsible for 13% of the documented easement acquisition purchase prices or condemnation acquisition values. The District's 13% share of the Easement Costs will be due and owing thirty (30) days after the District has completed and accepted the completed Relocation Project, or upon final completion of acquisition of the easements, whichever occurs sooner.

1.04 District Obligations. The District is responsible for the design of the Plans, including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 51.60% of District's costs pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

1.05 Continuation of Service. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the prolonged loss of water service to any such customers.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the District agree that the County is responsible for 51.60% of the construction costs of the Relocation Project (estimated at $3,660,705.28) and the District is responsible for 48.40% of the construction costs of the Relocation Project (estimated at $3,433,877.26). Collectively, these shares are referred to as the Construction Costs. All design costs are included within the Construction Costs.

2.02 Payment and Maintenance. The District's 48.40% share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.

2.03 Construction Plans. The District must submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project, in accordance with the Plans.

2.04 Inspection. The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the District.

2.05 Insurance, Bonds, Warranties and Construction Permits. The County must require the contractor for the County Project to name the District as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County must transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project. The County and/or its contractor or agents shall be solely responsible for obtaining all regulatory permits or other approvals, including required specifically from Union Pacific Railroad, which are required to carry out construction of the County Project and Relocation Project in accordance with the Plans, however, the District shall promptly provide any reasonable assistance or information, at no cost to District, requested to assist with any permit submission process.

2.06 Other Costs. The County must reimburse the District for 51.60% of all invoice documented and submitted costs incurred by the District for inspections, permitting, engineering and legal services related to the Relocation Project, in accordance with the Texas Prompt Payment Act.

2.07 As-Built Drawings. Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely

by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Effective Date. This Agreement is effective from the date of execution by the authorized representative of each Party.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:	Jonah Water Special Utility District 4050 FM 1660 Hutto, Texas 78634 Attn: General Manager Telephone: (512) 759-2983
With a copy to:	John Carlton The Carlton Law Firm, P.L.L.C. 4301 Westbank Drive, Suite B-130 Austin, Texas 78746 Facsimile: (512) 900-2855 john@carltonlawaustin.com
COUNTY:	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Auditor Telephone: (512) 943-1577

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

ATTEST:

~~Secretary~~ Executive Assistant

JONAH WATER SPECIAL UTILITY DISTRICT:

By: _____

Printed Name: Bill Brown

Title: General Manager

Date: June 13, 2023

ATTEST:

_____
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: _____
Bill Gravell, Jr., County Judge

Date: _____

100% SUBMITTAL

EXHIBIT "A"

WILLIAMSON COUNTY

PRECINCT NUMBER 4

FM 3349 AT US 79

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			FM 3349
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	AUS	WILLIAMSON	1
CONTROL	SECTION	JOB	
3486	01	008, ETC	

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION IS REQUIRED

NET LENGTH OF NEW ROADWAY = 34,976.06 FT (6.624 MILES)
NET LENGTH OF NEW BRIDGE = 3,923.00 FT (0.743 MILES)
NET LENGTH OF PROJECT = 38,899.06 FT (7.367 MILES)

LIMITS: FM 3349 FROM NORTH OF CR 404 TO CR 395

CSJ: 3486-01-008, ETC

FOR THE CONSTRUCTION OF A TWO LANE DIVIDED ROADWAY CONSISTING OF GRADING, FLEX BASE, ASPHALT PAVEMENT, RETAINING WALLS, BRIDGE STRUCTURES, STORM SEWERS, CULVERTS, EROSION CONTROL, SIGNING AND PAVEMENT MARKINGS.

ROADWAY	CLASSIFICATION	DESIGN SPEED
FM 3349	COLLECTOR	60 MPH
JUG HANDLE	COLLECTOR	45 MPH *
US 79	PRINCIPAL ARTERIAL	65 MPH
UTURN		20 MPH

* LOW SPEED URBAN CRITERIA

ROADWAY	ADT (2024)	ADT (2044)
FM 3349 SBFR	2,130	4,550
FM 3349 NBFR	2,130	4,450
JUGHANDLE ROAD	2,920	4,100

END CSJ 3486-01-008
℄ FM3349
STA 561+97.69
END PROJECT
℄ NBFR
STA 1567+02.58

END CONSTRUCTION
℄ CR101
STA 35+50.00

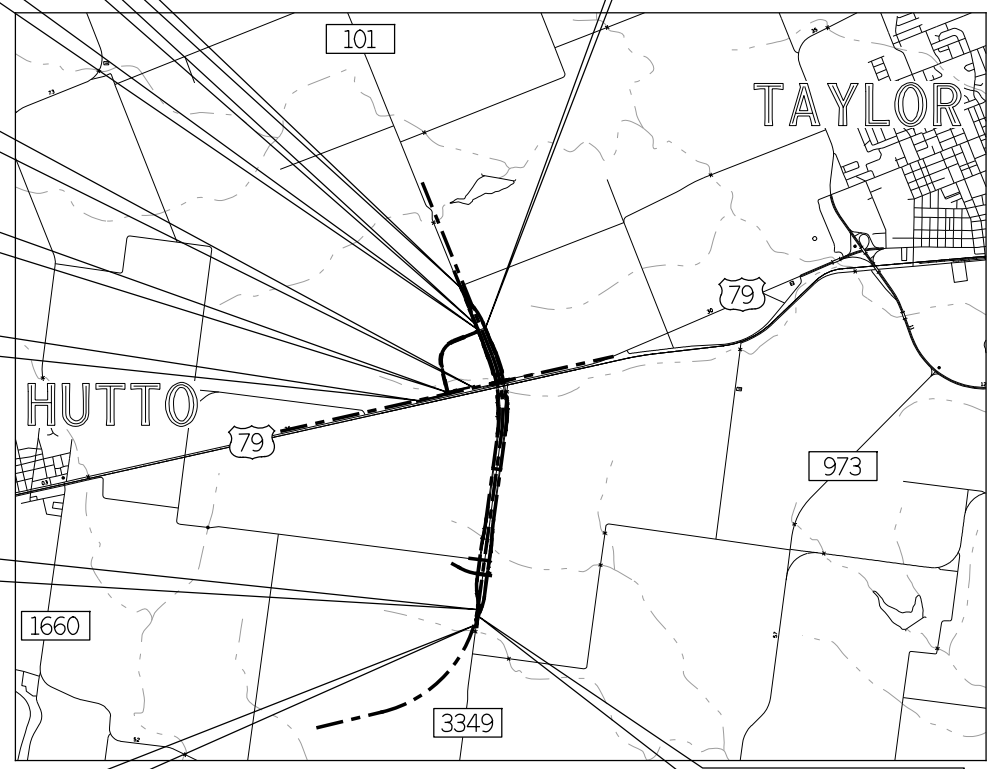
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℄ CR101
STA 34+42.85

END CSJ 0204-02-034
END CONSTRUCTION
℄ US79
STA 702+40.00

BEGIN CSJ 0914-05-211
BEGIN CONSTRUCTION
℄ JUG
STA 100+63.00

BEGIN CSJ 0204-02-034
BEGIN CONSTRUCTION
℄ US79
STA 678+10.00

END CSJ 0914-05-211
END CONSTRUCTION
℄ JUG
STA 138+64.61



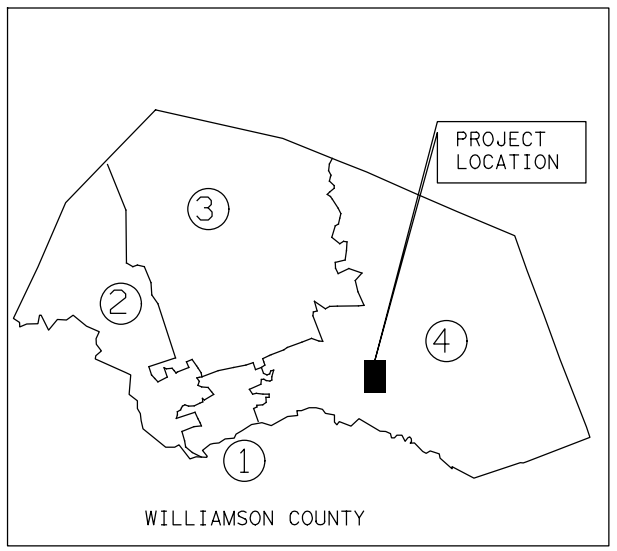
VICINITY MAP
N.T.S.

END CONSTRUCTION
℄ TRANSITION
STA 14+30.93
BEGIN CONSTRUCTION
℄ SBFR
STA 2424+35.31

BEGIN CSJ 3486-01-008
℄ FM3349
STA 418+23.11
BEGIN PROJECT
℄ TRANSITION
STA 10+75.00

BEGIN CONSTRUCTION
℄ NBFR
STA 1425+43.28

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".



WILLIAMSON COUNTY

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITMES LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

EXCEPTIONS: NONE
EQUATIONS: ℄ TRANSITION STA 17+00.00, 18' LT=℄ SBFR STA 2423+37.73
℄ SBFR 2543+18.00, 12.60' RT = ℄ CR101 STA 34+30.84
℄ TRANSITION STA 14+28.60, 39.58' RT = ℄ NBFR STA 1425+43.28
RAILROAD CROSSING: UPRR
WATERSHED: BRUSHY CREEK
AREA OF CONSTRUCTION DISTURBANCE: 136 ACRES

PREPARED BY:
HDR ENGINEERING, INC.
TBPE FIRM NO. F-754

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

PHILIP A. FULTON
PROJECT MANAGER
DATE

PRELIMINARY-FOR INFORMATION ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

Supervised By: PHILIP A. FULTON
P.E. Serial No. 73469
Date: 9/3/2021

SUBMITTED FOR LETTING:

AREA ENGINEER

RECOMMENDED FOR LETTING:

DISTRICT DESIGN ENGINEER

APPROVED FOR LETTING:

DIRECTOR OF TRANSPORTATION, PLANNING &DEVELOPMENT

Texas Department of Transportation

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WILLIAMSON COUNTY
1848

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APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL JR — DATE
WILLIAMSON COUNTY JUDGE

RUSS BOLES — DATE
WILLIAMSON COUNTY COMMISSIONER
PRECINCT 4

APPROVED BY:
HNTB CORPORATION

NAME, PE — DATE
ROAD BOND MANAGEMENT TEAM

2021 - FM 3349, Utility Adjustments

GENERAL CONSTRUCTION NOTES

1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS

2. THE CONTRACTOR SHALL NOTIFY
   2.1. THE TxDOT HIGHWAY MAINTENANCE FOREMAN
   2.2. RAILWAY SUPERINTENDENT
   2.3. COUNTY COMMISSIONER
   2.4. APPLICABLE CITY
   2.5. APPLICABLE UTILITY COMPANIES
   48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN THE VICINITY OF ANY EXISTING UTILITIES, AND SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.

3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.

4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.

5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.

6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.

8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE

9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.

10. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS TO BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.

11. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12; SEE HTTPS://WWW.DOT.STATE.TX.US/INSDTDOT/ORGCHART/CMD/CSERVE/STANDARD/TOC.HTM FOR SHEETS.



PROJECT SPECIFIC NOTES:

1. SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.

2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.

3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.

4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURE'S RECOMMENDATIONS.

5. ALL MATERIAL TO BE USED SHALL COMPLY WITH THE BUY AMERICA PROVISIONS OF 23 U.S.C. § 313, 23 CFR 635.410, AS AMENDED, AND THE STEEL AND IRON PREFERENCE PROVISIONS OF TEXAS TRANSPORTATION CODE § 223.045 AND, WHEN PRODUCTS THAT ARE COMPOSED PREDOMINATELY OF STEEL AND/OR IRON ARE INCORPORATED INTO THE PERMANENT INSTALLATION OF THE UTILITY FACILITY, USE DOMESTICALLY MANUFACTURED PRODUCTS. TxDOT FORM 1818 (MATERIAL STATEMENT), ALONG WITH ALL REQUIRED ATTACHMENTS, MUST BE SUBMITTED, PRIOR TO THE COMMENCEMENT OF THE ADJUSTMENT, REMOVAL, AND RELOCATION OF THE FACILITY, AS EVIDENCE OF COMPLIANCE WITH THE AFOREMENTIONED PROVISIONS.

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STATE OF TEXAS
MILES W. WHITNEY
116154
LICENSED PROFESSIONAL ENGINEER

APPROVED

CIVIL ENGINEER

12/16/2021
DATE APPROVED

OWNER

11/16/2021
DATE APPROVED

CAYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702 Ph. 254-744-3439
MILES@CAYOTECON.COM

JONAH WATER S.U.D.
2021 - FM 3349, Utility Adjustments

General notes:

1) The proposed roadway, drainage, existing utilities shown on these plans were received by Jonah Water S.U.D. from thier represintitives. It shall be the Contractor's responsibility to familiarize themselves with the County's project documents, so that any discrepancies can be avoided.
2) Various portions of the work shall be performed on private property as shown in the drawings. The owner has or is obtaining right of entry permission, permanent easement, or permanent right of way for all portions of private property requiring work (in addition to areas where there are pre-existing permanent easements), unless noted otherwise in project special provisions. The contractor shall not access or disturb private property without giving notice to each private property owner at least one week prior to construction activities on their property, including an estimated duration that their property will be affected. Every effort shall be made by the contractor to schedule work to minimize disruption to property owners. Upon completion of work (or phases of work), private properties shall be restored to existing or better conditions, than that of those that existed just prior to the beginning of construction.
   a) Refer to project Property Owner line list for tract information and easement statues.
3) The locations of underground utilities as shown hereon are based on above ground structures, record drawings, or information from other entities provided to the engineer. Locations of underground utilities structures may vary from locations shown hereon. Additional buried utilities structures may be encountered. Before excavations are begun, the following entities shall be contacted for verification of utility type and field locations.
   a. Gas, telephone, electric, fiber optic, oil, water, sanitary sewer: call Texas 811 at 800-344-8377
   b. Water: call the Jonah Water
4) The Contractor shall pothole the existing utilities lines ahead of the pipeline installation to verify adequate room is available for the trenching of the proposed lines. If the proposed trench for the water lines and the existing location of the utility lines are to become in conflict, the Contractor shall at his cost provide excavation and possible shoring up of the conflicting utilities, to allow for the trenching of the proposed water lines. The Contractor protect the existing utility lines at their expense and shall place the line back into its original alignment once the trench is being backfilled. It will be imperative that the contractor shall compact the trench so to not allow excessive settlement that could damage the exiting utility line.
   a) If shoring of lines is required, the Contractor shall notify the utility's owner of the process that is to take place at least 72 hours in advance to schedule inspections and assistance from the utility's owner. No separate payment, for the costs associated with this process, shall be made and shall be subsidiary to the other applicable costs.
4) Prior to beginning any construction, the contractor shall verify horizontal and vertical locations of all known existing utilities which will either be connected to, adjacent, or crossed, if there are any conflicts between proposed and existing utilities, or if the existing utilities are in any way different from what is shown on the drawings. It shall be the contractor's responsibility to notify the engineer before proceeding with any construction. The contractor shall work with the engineer in resolving such conflicts before proceeding with work.
5) When unlocated or incorrectly located underground piping, or a break located in the line, or other utilities and services are encountered during work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.
6) Contractor shall take all due precautions to protect existing facilities and features from damage during construction, including all features on private property (trees, landscaping irrigation, fences, etc.) and franchise utilities. Any damage to existing features that are not called to be removed shall be repaired or restored to conditions equal to or greater than those just prior to the beginning of construction, by the Contractor, at no additional cost to the owner.
7) Any work completed without prior written authorization which is not included in these plans and specifications will not be compensated by the Owner.
8) Protect mailboxes and other features located within the R.O.W. If features conflict with proposed construction, contractor shall remove, protect, and reinstall features accordingly (temporary mailboxes may be required). Protecting installed features is subsidiary to other bid items.
9) Contractor shall not store materials, equipment or other construction items on adjacent properties or ROW without the prior written consent of the property owner, the City, County and/or State (for within ROW).
10) The Contractor shall not place any waste materials in the 100-year Flood Plain without first obtaining an approved Flood Plain Permit.
11) The contractor shall protect all survey control during construction and be responsible for damaged control.
12) The contractor is responsible for performing all construction staking.
13) Contractor shall be responsible for protecting all property pins for the duration of construction. Any pins disturbed during construction shall be replaced by the contractor at no additional cost to the owner.
14) Contractor shall always maintain a clean construction site free from trash, litter, blowing debris, and silt runoff.
15) The contractor shall keep accurate records of all construction that deviates from the plans. The contractor shall furnish the Owner accurate "Record Drawings" following completion of all construction.
16) When construction is being carried out within easements, the contractor shall confine their work within the permanent and any temporary easements. Prior to final acceptance, the contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the property owner and or Owner.
17) Contractor to trench in such a manner as to separate topsoil, stockpile, and place on top layer of trench.
18) When work requires a permit, the contractor shall follow the provisions of the permit.
19) Pre-Construction Site Video: Before the start of any construction. The Project shall be video recorded by the Contractor with one copy submitted to the Owner's Inspector. A pre-site video is to provide accurate documentation of the existing conditions.
20) Power Pole Bracing: Contractors should be advised that there are existing overhead utility poles along the project. Contractors should further be advised that if the distance from the outside face of a utility trench to the face of a utility pole is less than 5 feet, said utility pole is subject to bracing, based on a determination made by utility pole owner. Costs incurred by Contractor for bracing of these utility poles is made through a separate bid item, no additional payment shall be made. It is advisable for the Contractor to review the construction documents and visit the construction site to determine potential impacts.
21) Holiday Work: Contractors will not be allowed to perform work on Owner recognized holidays.
   a) Weekend Work: Contractors are required to notify the Owner/Project's Inspector 48 hours in advance to request weekend work. Submitted requests do not grant automatic acceptance of request.
   b) All work installed without holiday/weekend approval will be subject to be uncovered for proper inspection, at no additional cost to the Owner/Project.
22) The contractor shall be responsible for training his employees and subcontractors in the recognition and avoidance of unsafe conditions, and in the regulations and hazards which apply to the area in which the work will take place.
23) All contract work in these drawings shall be carried out in accordance with the latest editions of the following national codes and standards:
   a) International Building Codes, 2012 (IBS2012).
   b) American Society of Civil Engineers (ASCE) 7- 02.
   c) Occupational Safety and Health Administration (OSHA).
   d) National Fire Protection Association (NFPA).
   e) National Fire Code (NFC).
24) The Contractor shall dispose of all materials removed which are not to be reinstalled or salvaged on the project. Disposal of materials shall be the responsibility of the contractor.
25) Unless prior permission is obtained from the owner's representative, the contractor shall confine all construction activity, staging areas, etc., within the limits of construction.
26) Adequate barricades, warnings and lighting will be employed for safely and traffic flow. All work shall be done in accordance with the Texas Manual of Uniform Control Devices for Streets and Highways.
27) Excavations shall not be made during inclement weather. Water accumulation in excavations exceeding 1 inch shall be pumped out before concrete is placed.
28) The contractor shall be solely responsible for the design and implementation of a trench safely program. The contractor shall appoint a trench safely foreman who will always be on site while trenching or excavation is being performed. All excavations and backfill operations shall be in accordance with the latest OSHA excavation safely standards, OSHA 2226 and 29 CFR part 1926 subpart P. The contractor shall provide an excavation plan prepared by an engineer registered in the State of Texas. The excavation plan shall indicate the procedures to be used by the contractor to comply with the OSHA requirements. The excavation plan shall identify the "competent person" as required by paragraph 1926.651 (k)(i), within United States Department of Labor, that will work with each crew.
29) Contractor shall stay within the boundaries of easements at all times.
30) The contractor shall protect property from damage due to the progress of the work. Any damage to private property shall be repaired or replaced by the Contractor at his own expense.
31) The Contractor shall remove, replace, and restore to original condition, elevation, and location, all existing culverts, mailboxes, fences, and other existing improvements, including driveways and roads encountered during construct ion. All entrances shall be restored immediately. Ingress and egress to the property adjacent to construct ion shall be maintained by the Contractor.

Traffic Control Plan (TCP)

1) The Contractor shall be responsible to submit a traffic control plan for review. The plan shall be based upon applicable state requirements and established standards.
2) The Contractor will be required to keep traffic open during the utility crossings.
3) The Contractor is responsible to monitor the plan as the work progresses and submit modifications for review as needed.
4) The Contractor shall be responsible to ensure the Project's Engineer and Inspector a copy of the signed plan prior to beginning work.

Demolition Notes:

1) Existing pavement to be removed (HMAC and concrete pavement, curb, sidewalk, driveway aprons, etc.) Shall become property of the contractor and disposed of legally (base bid and alternate bid).
2) Contractor shall keep existing water and wastewater systems in service for the duration of the project while constructing proposed improvements.
3) Contractor shall saw-cut neat line where new pavement adjoins existing pavement to remain. Reference saw-cut notes below:
   a) HMAC paving: saw-cut neat line and place proposed HMAC flush with existing surface at limits.
   b) Curb & gutter: saw-cut neat line and dowel into existing curb & gutter at limits. Contractor to match flowlines.
   c) Driveway and sidewalks: saw-cut neat line and place expansion joint at limits.
4) All existing fences are to remain unless otherwise noted on the drawings. Any damage to fences shall be repaired to equal or better conditions, than that of those that existed just prior to the beginning of construction, at no additional cost to the owner.

Tree Protection Requirements:

1) Prior to construction, the contractor shall mark all trees that are to be protected (as indicated on plans or as directed by Owner) with clearly marked 4' tall orange barricade fence and signage to protect the area under the canopy drip line of any protected tree or group of protected trees. The drip line is the outer extent of any branching and or leaves. At select trees, as shown on the plans or directed by the Owner, the tree protection limits may encroach within the dripline to accommodate construction. Do not exceed 24" ground penetration with support stakes at any location.
2) During construction, the contractor shall:
   a) Prohibit employees and equipment from accessing areas within tree protection limits.
   b) Prohibit cleaning of equipment or storage of materials and disposal of any waste material, including, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., within tree protection limits.
   c) Prohibit attachments or wires of any kind, other than those of a protective nature, to any protected tree.
   d) Prohibit the disturbance of existing ground grades within tree protection limits.
3) If roots are exposed when performing excavations near protected trees, roots shall be cut cleanly at 90-degree angles (no ripping, tearing, or pulling).
4) All trees to be removed shall be marked in the field and reviewed with the engineer and owner prior to removal.
5) Contractor may be financially responsible for trees damaged due to contractor's neglect.
6) When directed by owner, contractor shall trim trees. This work is subsidiary to the applicable items. Remove all limbs to a point 10 feet above natural ground (or 18' above pavement) utilizing the following steps:
   i) Cut 1/3 through bottom of limb 8" to 12" away from main stem or trunk
   ii) Remove limb 4" to 6" beyond the first cut
   iii) Remove stump with a smooth cut so that trace collar of the removed limb protrudes approximately ½" from main stem or trunk.

Paving Construction Notes:

1) Contractor shall protect all existing and or proposed water, wastewater, and storm drain facilities throughout paving operations. Contractor shall replace any facilities damaged during paving operations at no additional cost to the Owner. All manholes and valves falling within pavement area shall be adjusted to finished grade and shall be subsidiary to other bid items.
2) Contractor shall match existing driveway/sidewalk with exposed aggregate finish, if applicable.
3) Contractor shall protect all adjoining pavement during construction. Damages shall be prepared at contractor's expense.
4) Asphalt pavement and/or concrete items shall be saw- cut where existing asphalt pavement or a concrete item is being partially removed. These cuts shall be vertical and made with a saw (1- 1/ 2" deep).
5) At a minimum, pavement repair shall consist of 2" of HMAC and 12" of concrete subgrade If the existing pavement section is found to be thicker, the pavement the repair section shall be increased to match the existing section.
6) Unless noted otherwise, concrete for rip- rap, sidewalks and other miscellaneous site structures and/or site flatwork shall be normal weight and shall attain a minimum 28- day compressive strength of 3,000 psi. Use gray Portland cement conforming to ASTM c 150 Type 1. Minimum cement content shall be 4 sacks per cubic yard. Maximum water cement ratio shall be 0.50. Maximum slump shall be 5 inches. Maximum aggregate size shall be l ½ ". Provide 4 to 6 percent air- entrainment, conforming to ASTM C260. Chemical admixtures shall conform to ASTM C494, type a, d, or e. If flyash is to be used in the concrete mix, it shall be included in the mi x design submittal. The amount of fly ash used shall be no greater than 15 to 20 percent by weight of the specified cement. In no case shall the Portland cement content of the mix be less than 4 sacks per yard. Concrete shall not be placed prior to approval of the concrete mix design by the engineer.
7) Reinforcing steel shall be new domestic deformed billet steel, conforming to ASTM A615, grade 60. Welded wire fabric shall conform to ASTM a185, grade 60 and shall be supplied in flat sheets only, and only used if approved by the applicable governmental entity.
8) The paint for pavement markings shall meet the requirements of FED spec TT-P- 85. The paint may be used with or without reflective media. The painting shall be performed only when all the following conditions are satisfied:
   a) The existing surface is dry and clean
   b) When the atmospheric temperature is 40° F and rising
   c) When the weather is not excessively windy, dusty, or foggy
9) A minimum of 28- days shall elapse between the placement of the asphalt or concrete surface and the application of the pavement paint/ markings. The paint shall not bleed excessively, curl or discolor when applied to asphalt surfaces.

Water Construction Notes:

1) Contractor shall keep existing water main and private service lines in service while constructing proposed water system. Contractor shall construct as much proposed waterline as possible prior to tying into existing main and reconnecting services.
   a) Temporary water services to meters may be required in some locations, and the cost of such shall be subsidiary to the cost of the applicable line work.
2) The Contractor is hereby notified that connecting to, shutting down, or termination existing utility lines, may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.
3) Pipe material for water mains shall be as required for the project. PVC (AWWA C-900/905, min. class 200), Ductile Iron (AWWA C-150/151, min. Class 200), or Spiral Welded Steel Pipe (AWWA C200, min. Class 200). Water services (2" or less) shall be polyethylene tubing (200 psi, DR 9).
4) The Contractor shall not operate any existing valves without the approval of the utility's Owner.
5) Contractor shall locate, verify, and protect the working conditions of all existing water mains.
   5)1) The Contractor shall pothole proposed connection locations ahead of the construction process to verify connections can be performed without adjustments to planed alignments/elevations of the proposed pipelines. It shall be the Contractors responsibility to notify the Engineer, in writing, of potential complications, at least 72 hours ahead of proposed connection work.
6) Contractor shall locate, verify, and protect the working conditions of all existing private service lines, including meters, lines, etc... Contractor shall employ a licensed plumber to perform all reconstruction of the private side of the meter and verify the system is operational. The contractor shall remove, adjust, reinstall, and/or replace service lines, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing service lines shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.
7) Line flushing or any activity using a large quantity of water must be scheduled with the Owner.
8) The Contractor, at his expense, shall perform disinfection of all potable water lines constructed and shall provide all equipment (including test gauges), supplies ;including concentrated chlorine disinfecting material), and necessary labor required for the disinfection procedure. The disinfection procedure shall be monitored by the Projects Inspector. Water samples will be collected by the Owner/Inspector to verify each treated line has attained an initial chlorine concentration of 50 ppm.
9) At the Contractor's request, and in his presence, samples for bacteriological testing will be collected by the Owner/Inspector no less than 24 hours after the treated line has been flushed of the chlorine solution and charged with water approved by the Owner. The Contractor shall pay invoices, to cover the fee charged for testing each water sample.
10) Where means of flushing is necessary, the Contractor, at his expense, shall provide flushing devices and remove said devices prior to final acceptance by the Owner.
11) All excess excavated material, not suitable for backfill is to be removed and disposed of by the contractor.
12) All salvaged equipment, if owner desires, shall be remain the property of the owner and shall be delivered to a location of their choosing. Otherwise, it and all pipe, fittings, poles, fencing, electrical boxes, wires, etc... Shall become the property of the contractor, shall be removed from the project, and shall be considered in the bid price, unless otherwise noted. Disposal of equipment shall not be in violation of city, state, or federal laws.
13) Water valve covers, fire hydrants, etc., shall be raised to finished pavement grade at the Contractor's expense. All utility adjustments shall be completed once finish grade has been achieved.
14) All bends and changes in direction on water mains shall be restrained and thrust blocked
15) Fire hydrant leads shall be restrained ductile iron pipe (AWWA C-100, min. class 200).
16) All ductile iron pipe and fittings shall be wrapped with minimum 8-mil polyethylene and sealed with tape accepted by the pipe/fitting manufacturer.
17) All water lines shall be completed and in place including all bends, blocks, fittings, services, and appurtenances before pressure testing.
18) Existing gate valves, that are to be removed and/or abandoned, shall be completely removed if the operation nut is within 18" to top of the ground, topsoil shall be placed to fill void. If the operation nut is deeper than 19" then the contractor shall remove the valve stack and place topsoil to fill void created.
19) Prior to tie-ins, any shutdowns of existing mains of any size must be coordinated with the Owner and Project's Inspector at least one week or more in advance of the shutdown. The Contractor must also provide a sequence of work as related to the tie-ins; this is at no additional cost to the project and it is the responsibility of the Contractor to sequence the work accordingly.
20) Contractor shall obtain the necessary fittings required to connect existing and proposed pipelines in a manner that is approved by the fitting/pipeline manufacturers, and at no additional cost to the Owner.
21) In locations where a vertical change in elevation occurs with the utilization of bends, that contractor shall restrain joints for a distance as required by the soil conditions prior to initial fitting, and past last fitting used for the vertical change. The use of restrained joints does not eliminate the need for thrust blocking.
22) If during the construction process additional water services are discovered that are connected to a line that is to be abandoned, the contractor shall notify the Project's Inspector and the Project Engineer for direction on how to proceed with the reconnection of the service.
23) All material to be used shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the steel and iron preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT form 1818 (material statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions.

Drainage Construction Notes:

1) Prior to final acceptance, all new or existing drainage structures and extensions shall be cleaned by the contractor (subsidiary).
2) Contractor may provide pre-cast or cast-in-place box culverts.
3) Joints between pre-cast concrete box culverts shall be pre-formed flexible joint sealants as described in TxDOT specifications.
4) Place non-erodible material (pneumatically placed concrete, cement stabilized sand, etc.) On channel bottom and side slopes at temporary culvert/storm drain ends to minimize erosion, as directed by owner (subsidiary).
5) Welds are not allowed to splice safety pipe runners; must be one continuous pipe.

Trench Safety Notes:

1) In accordance with the laws of the state of Texas and the U.S. Occupational Safety and Health Administrations Regulations, all trenches over 5 feet in depth in either hard and stable or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected. Trench safety systems to be utilized for this project shall be provided by the contractor.
2) In accordance with the U.S Occupational Safety and Health Administration regulations, when employees are required to be in trenches 4 feet deep or more, adequate means of exit such as ladder or steps, must be provided and locates so as to require no more than 25 feet of lateral travel.

Storm Water Pollution Prevention Plan (SWPPP)

1) The Contractor shall submit a SWPPP for review. The Plans shall be based upon applicable City, State, and Federal requirements and established standards.
2) The Contractor is responsible to monito the plan as the work progresses and submit modifications for review as needed.
3) The Contractor is responsible to ensure the Project's Engineer and Inspector has been provided a copy of the signed plans prior to beginning work.
4) The SWPPP Best Management Practices (BMPs) approved must be installed prior to and excavation activities.

Irrigation Revegetation and Slope Stabilization Notes:

1) Contractor shall locate, verify, and protect the working conditions of all existing irrigation systems, including meters, lines, and heads. Contractor shall employ a licensed irrigation installer or plumber to perform all reconstruction of irrigation systems and verify the system is operational. The contractor shall remove, adjust, and reinstall irrigation systems back to good condition; replace irrigation systems, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing irrigation systems shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.
2) Provide temporary vegetation and watering as part of contractor's stormwater pollution prevention plan implementation.
3) All disturbed areas shall be permanently revegetated unless the location is utilized as a cultivated field. Payment includes watering necessary to fully establish vegetation. Contractor shall check regularly to verify that coverage is properly established and maintained.
4) Contractor shall be responsible for mowing within project limits throughout construction, as directed by owner (subsidiary).
5) The following guidance shall be used for permanent vegetation and soil stabilization:
   a) At established lawns, place solid block sod matching existing grass type (Bermuda or St. Augustine).
   b) Between back of curb and edge of sidewalk, place solid block sod (Bermuda).
   c) Roadway side slopes (non-ditch areas):
   i) if steeper than 6: 1, place soil retention blanket (spray-on application allowed) and Bermuda seed.
   ii) If 6: 1 or flatter, place Bermuda seed.
   d) Ditch channel side slopes:
   i) Place Bermuda seed in all disturbed areas.
   ii) If shown on plans, place flexible channel liner.
   iii) For all other locations:
      (1) If steeper than 6: 1, place soil retention blanket (non-spray application) and Bermuda seed.
      (2) If 6: 1 or flatter, place Bermuda seed.
   e) All soil retention blanket shall be class 1 type a per TxDOT item 169.
   f) All flexible channel liner shall be class 2 type g per TxDOT item 169.
6) For broadcast seed rate, refer to specifications
7) Broadcast seed shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 10 gallons per square yard. Until the grass in uniformly 1 inch in height. Sod shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 6 gallons per square yard weekly until the grass in uniformly 2 inches in height. When allowed by engineer, watering may be postponed for one week when rainfall of 1 inch or greater occurs on the site. Do not cause damage by over watering.
8) Prior to placing block sod, contractor shall blade and rake smooth topsoil. Sod shall not be placed such that it impedes drainage runoff.

Special Notes:

1) Owner shall be responsible for materials testing in accordance with applicable specifications. Contractor shall coordinate testing with owner and testing agency. Contractor shall bear the cost for re-tests due to failing tests.
2) Stockpile all topsoil removed from project separate from other cut/fill materials. Utilize stockpiled topsoil to finalize grades in disturbed areas.
3) Contractor shall keep drainage structures and ditches free from obstructions during times when weather conditions require its use to convey runoff.
   a) Contractor shall verify that temporary of final grading shall not adversely affect surrounding/adjoining properties.
4) Excavation in existing driveways shall be backfilled and repaired to existing condition.
5) Contractor shall shape embedment material to accommodate the belled joints of pipes to insure support throughout their lengths. Belled joints shall have a minimum of 2" of fill beneath them.
6) If excavated material is not acceptable to the engineer for backfill, the contractor shall provide select import material as required. All backfill material is subsidiary to the price of pipe in place.
7) Max joint deflection shall be half the manufacturer recommended maximum.
8) Contractor shall adjust, repair, or reconstruct residential services (not already specifically called on the plans) as necessary. Payment shall be subsidiary to installation of pipeline & not an additional pay item.
9) Contractor shall be required to adhere to the requirements of the "Agreement" and the "Supplemental Agreement" between Union Pacific and Jonah Water Special Utility District, to include but not limited to:
   9)1) Contacting Mr. Ben R. Woolf, 575-740-2472, brwoolf@up.com; prior to entering UP's R.O.W.
   9)2) Coordinate work with Railpros Field Services, RP.Utility@railpros.com; 682-223-5271. Railpros is to monitor both the tracks and the construction progress, during work performed at UP's ROW.
10) It is the intent of this project to perform the HWY 79/ RR crossing in the initial stages of construction, so that the roadway contractors may abandon conflicting lines in the area of roadway work at the intersection of Hwy 79/FM 3349.
   10)1) Contractor shall construct the waterlines improvements shown in the below limits initially coordinate schedule with roadway construction:
      10)1)1) Stations A-100+38.56 thru A-145+44.75; Sheets 13 - 19, to include temporary connection to E-20" stub out.
      10)1)2) Stations G-0+00 thru G-3+99.26; Sheet 25
      10)1)3) Stations H-0+00 thru H-17+16.45; Sheets 26-28

Construction Sequencing:

1) Mobilization.
2) Temporary traffic control.
3) Storm water pollution prevention plan and implementation.
4) Clearing and stripping of the work corridor to limits indicated on the plans.
5) Exploratory excavation of existing pipe.
6) Installation of pipe along the Projects pathway, utilizing both the private easement and County/State ROW. Along with the installation of water transmission line appurtenances including valves, fittings, restrained joints, thrust and anchor blocks, polyvinyl wrapping, air/ vacuum release valves and vaults, blow- off/ flush valve assemblies and vaults, flush hydrants, pipe markers, tracing wire, detection tape, and driveway and county road repairs.
7) Trench safety, excavation, bedding and backfill.
6) Temporary connection of the new water line pipe to the existing water lines for flushing and disinfection.
7) Perform final connections and switch over water services.
8) Abandon existing waterlines, that are labeled to be abandoned.
9) Fence repair and access gate installation.
10) Seeding of disturbed acreage.

REVISION DESCRIPTION	DATE	BY	CKD
"Buy American" Note	12/16/21	MWW	MWW

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
GENERAL NOTES

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL: STATE OF TEXAS · MILES W. WHITNEY · 117514 · REGISTERED · ENGINEER
APPROVED:
DATE: 12/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH: 254-744-3439

SHEET G1

Betterment Take Off - Revised 08-16-22

Item No.	Item Description	Station Limits 1 A	2 A	3 A	4 A	5 A	6 A	7 A	8 A	9 A	10 A	11 A	12 A	13 A	14 A	15 A	16 A	17 A	18 A	19 A	20 B	21 B	22 C	23 D	24 E	25 G	26 H	27 H	28 H	28.1 I	Project Totals
1	24" C-151, PC200 D.I. Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed	426	686	800	800	709	600	580	800	800	800	685	605	864	58	209	668	680	159												10,669
2	24" C-151, PC200 D.I. Restrained Joint Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed	41	34			59		40				115	95	236	58	65	132	120	53												1,048
3	Bore Only; 24" C-151, PC200 D.I. Restrained Joint Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed	101	100				200																								401
4	16" C-905, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed																		410	295	150	506										1,361
5	16" C-905, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed					5													31		12	15										63
6	Bore Only; 16" C-905, DR 18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed																														-
7	12" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed																					7				430	200	800	270		1,707
8	12" C-905, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed																						10				15			53	78
9	8" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed					15								75								20									110
10	4" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed																					21		7							28
11	2" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed														328									41							369
12	1" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed																								13						13
13	36" Steel Enc. Pipe, Bored; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed					50									374																424
14	36" Steel Enc. Pipe, Open Cut; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed														310	426			150												886
15	Concrete Encased; 36" Steel Enc. Pipe, Open Cut; w/ 24" C-151, PC200 D.I. Restrained Joint Pipe; Installed	100						200																							300
16	24" Steel Enc. Pipe, Bored; w/ 16" Restrained Joint C900 DR18 PVC Pipe; Installed																				125	65									190
17	24" Steel Enc. Pipe, Open Cut; w/ 16" Restrained Joint C900 DR18 PVC Pipe; Installed																				365										365
18	Concrete Encased; 24" Steel Enc. Pipe, Open Cut; w/ 16" Restrained Joint C900 DR18 PVC Pipe; Installed																														-
19	20" Steel Enc. Pipe, Bored; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed																						125				80				205
20	20" Steel Enc. Pipe, Open Cut; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed																						425				355			187	967
21	8" Steel Enc. Pipe, Bored; w/ 4" Restrained Joint C900 DR 18 PVC Pipe; Installed																							125							125
22	8" Steel Enc. Pipe, Open Cut; w/ 4" Restrained Joint C900 DR 18 PVC Pipe; Installed																							342							342
23	4" Steel Enc. Pipe, Bored w/ 1" HDPE Service Line; Installed																								125						125
24	4" Steel Enc. Pipe, Open Cut w/ 1" HDPE Service Line; Installed																								345						345
25	24" Gate Valve, Box, and Marker; Installed	3	2	3		4								1			2		3								1				19
26	24" Butterfly Valve, Box, and Marker; Installed					1													1												2
27	16" Gate Valve, Box, and Marker; Installed																		1	1	3	1									6
28	12" Gate Valve, Box, and Marker; Installed																					1	2			4	2		1	2	12
29	2" Valve, Box, and Marker; Installed														2																2
30	6" Gate Valve, Box, and Marker; Installed													1								1		1							3
31	Air/Vacuum Relief Valve Assembly and Marker; Installed				1	1						1	1	1						1		1						1			5
32	Connect New 16" to Existing 16"; Installed																			1											1
33	Connect New 12" to Existing 12"; Installed																									1			1	2	4
34	Temporary Connection of New 6" to Existing 6"; Installed													1																	1
35	Connect New 4" to Existing 4"; Installed																					1									1
36	Connect New 4" to Existing 3"; Installed																					1									1
37	Connect New 3" to Existing 3"; Installed					1																									1
38	Connect New 2" to Existing 2"; Installed														1							1									2
39	24" Plug; Installed	1		1															1												3
40	New Fire Hydrants Assembly; Complete and Installed	1				1								1					1		1	1	1				1		1		8
41	8" Pressure Reducing Valve, Vault and Assembly, Installed																									1					1
42	Water Service, 5/8" X 3/4" W/ 1" Service Tap; Complete and Installed						1																								1
43	Relocate and Reconnect Water Service; To Include New Service lines, Fittings, Boxes, and Lids; Complete and Installed													1										3	1						5
44	Remove Existing Gate Valve																								3						3
45	Cap and Grout Fill Abandoned Various Size Waterlines within TxDOT/F.R. R.O.W.; Complete, to Include Required Caps, Materials, Equipment, and Labor																														2,330
46	Remove and Replace Existing Reinforced Concrete Drive, to Saw Cutting and Compacted Gravel Trench Backfill, Complete							73																							73
47	Compacted Gravel Drive Replacement, to Include Compacted Gravel Trench Backfill; Installed						118									419															537
48	Hydro-Mulch Seeding Project; Complete																														1
49	Unexpected Utility Conflicts																														1
50	Trench Safety System Design and Implementation	567	700	800	800	788	600	800	800	800	800	800	700	975	754	700	800	800	803	296	527	569	435	390	358	430	570	800	270	240	16,671
51	Traffic Control Plan Development and Implementation																														1
52	SWPPP Design and Implementation																														1
53	Mobilization (Not to Exceed 10% of Total Project Bid)																														1

REVISION DESCRIPTION	DATE	BY	CKD
ADDED QTY. FOR SHT 28.1	7/12/22	MWW	MWW
REVISED QUANTITIES SHEETS 1-5	8/16/22	JMS	MWW

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS

TAKE OFF

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

STATE OF TEXAS
MILES W. WHITNEY
118144
LICENSED PROFESSIONAL ENGINEER

APPROVED:

DATE: 08/16/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET G2

EXISTING LEGEND

	EDGE OF ROAD		FENCE POST
E	OVERHEAD LINE	W	WELL
	DIRT ROAD		MARKER
CB	UNDERGROUND CABLE	C.O.	CLEAN OUT
WL	WATERLINE	W	WATER METER
	FENCE		WATER VALVE
FO	FIBER OPTIC CABLE		BOLLARD
G	PETROLEUM LINE		GUARD RAIL POST
G	GAS LINE	V	VENT
T	TELEPHONE LINE	D	STORM MANHOLE
	WATERLINE EASEMENT	S	SEWER MANHOLE
	SIGN		FIRE HYDRANT
	POWER POLE		WATER VAULT
	GUY		BORE LOCATION
		T	TELEPHONE
		ELEC	ELECTRIC STRUCTURE

PROPOSED LEGEND

A-1+00	WATERLINE W/ STATIONING
A-45+00	CASING W/ CARRIER PIPE
	TEMPORARY CONSTRUCTION EASEMENT (TCE)
SF SF	SILT FENCE
	BLOW OFF/FLUSH VALVE ASSEMBLY
	AIR/VACUUM RELIEF ASSEMBLY
	GATE VALVE
	BUTTERFLY VALVE
	FIRE HYDRANT
	WATERLINE MARKER

SHT. 19
SHT. 18
SHT. 18
SHT. 17
SHT. 17
SHT. 16
SHT. 16
SHT. 15, 25
SHT. 28.1
SHT. 14
SHT. 13
SHT. 12
SHT. 11
SHT. 10
SHT. 9
SHT. 8
SHT. 7
SHT. 6
SHT. 5
SHT. 4
SHT. 3
SHT. 2
SHT. 1
SHT. 26
SHT. 27
SHT. 28
SHT. 24
SHT. 23
SHT. 22
SHT. 20
SHT. 21

DISC.: TPT-IRSC-WILCO
N: 10177356.290
E: 3192922.325
ELEV:638.68

DISC.: TPT-IRSC-WILCO
N: 10176701.032
E: 3193652.301
ELEV:630.27

DISC.: TPT-80D/W
N: 10176551.314
E: 3193291.585
ELEV:626.82

DISC.: TPT-80D
N: 10175826.029
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ELEV:635.96

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ELEV:626.72

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E: 3192674.204
ELEV:619.63

DISC.: TPT-IRSC-ALUM
N: 10164973.576
E: 3194626.450
ELEV:615.76

County Road 101
W 2nd St
Hermann Sons Rd
Highway 79
E Highway 79
County Road 132
County Road 199
County Road 134
County Road 404
FM 3349
Boggy Creek
Regina Dr
Michael Ln
Carpenter

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Microsoft Bing

REVISION DESCRIPTION	DATE	BY	CKD
ADDED SHT 28.1	7/12/22	MWW	MWW

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
KEY MAP

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

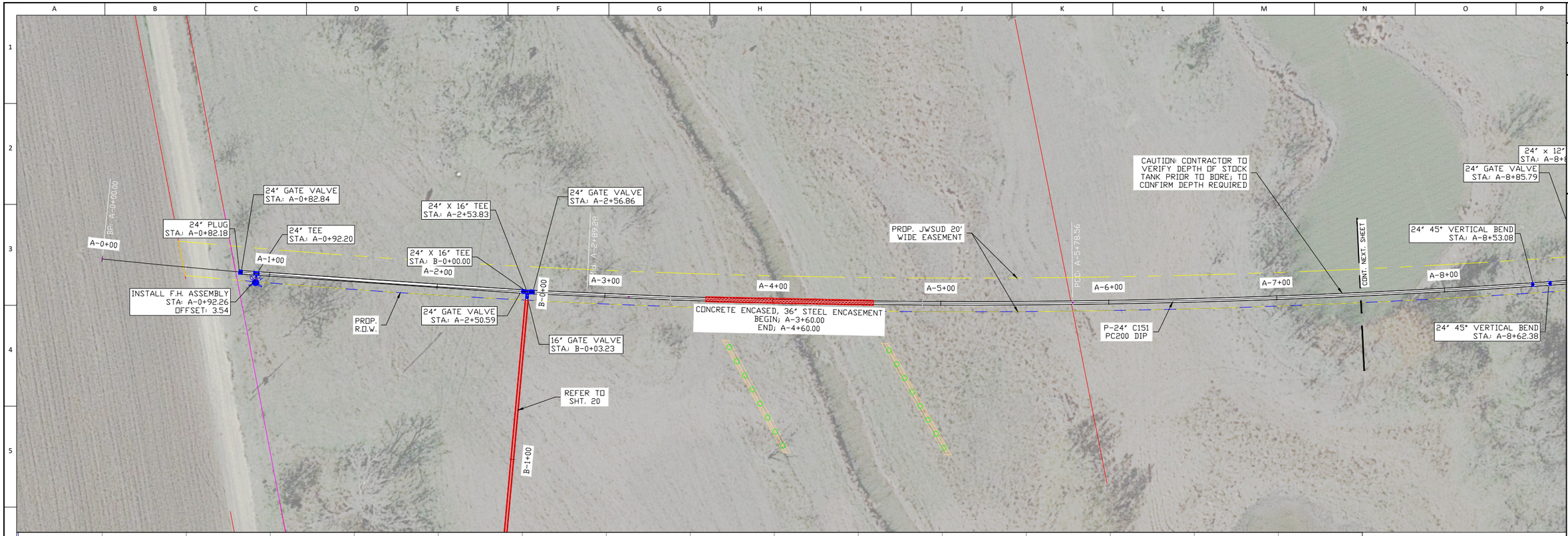
MILES W. WHITNEY
116144
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

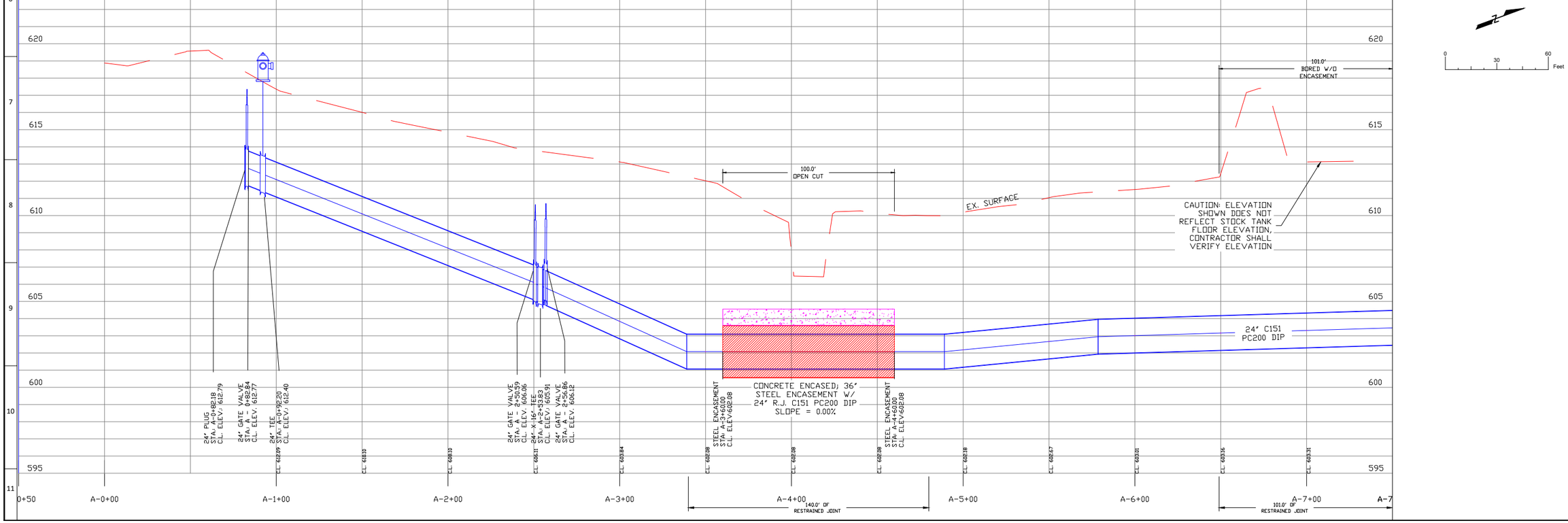
APPROVED:

DATE: 7/12/22

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET K1





REVISION DESCRIPTION	DATE	BY	CKD
16" WL UPSIZED TO 24" WL	8.16.22	JMS	MWW
RELOCATION OF FH	8.16.22	JMS	MWW

JONAH WATER S.U.D.

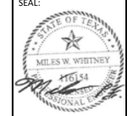
WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-0+00 TO A-7+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:



APPROVED:

DATE: 08/16/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24199
WACO, TX 76702
PH: 254-744-3439

SHEET 1

CAUTION: CONTRACTOR TO VERIFY DEPTH OF STOCK TANK PRIOR TO BORE, TO CONFIRM DEPTH REQUIRED

24" GATE VALVE STA.: A-8+85.79

24" x 12" TEE STA.: A-8+89.04

24" 45° VERTICAL BEND STA.: A-8+53.08

24" GATE VALVE STA.: A-8+92.24

A-8+00

A-9+00

A-10+00

A-11+00

A-12+00

A-13+00

A-14+00

A-15+00

A-16+00

24" 45° VERTICAL BEND STA.: A-8+62.38

REFER TO SHT. 22

PROP. JWSUD 20' WIDE EASEMENT

PROP. R.O.W.

P-24", C151 PC200 DIP

INSTALL WATER LINE AFTER DEMOLITION OF EXISTING STRUCTURE.

DEMOLITION NOT TO BE PERFORMED BY JWSUD.

24" GATE VALVE STA.: A-15+66.51

24" PLUG STA.: A-15+70.65 OFF: -4.187

24" GATE VALVE STA.: A-15+70.66 OFF: -3.521

24" GATE VALVE STA.: A-15+75.10

24" TEE STA.: A-15+70.70

CONT. NEXT SHEET

0 30 60 Feet

100.0' BORED W/O ENCASEMENT

CAUTION: ELEVATION SHOWN DOES NOT REFLECT STOCK TANK FLOOR ELEVATION, CONTRACTOR SHALL VERIFY ELEVATION

EX. SURFACE

24" C151 PC 200 DIP

24" 45° VERTICAL BEND STA.: A-8+53.08 CL ELEV.: 603.77

24" 45° VERTICAL BEND STA.: A-8+62.38 CL ELEV.: 613.13

24" GATE VALVE STA.: A- 8+85.79 CL ELEV.: 613.45

24" x 12" TEE STA.: A-8+89.04 CL ELEV.: 613.53

24" GATE VALVE STA.: A- 8+92.24 CL ELEV.: 613.61

CL 608.46 CL 603.61 CL 603.76 CL 613.75 CL 613.63 CL 616.57 CL 617.51 CL 618.45 CL 619.39 CL 620.32 CL 620.26 CL 620.20 CL 620.14 CL 624.08 CL 624.89

625 620 615 610 605 600

635 630 625 620 615 610

+50 A-8+00 A-9+00 A-10+00 A-10+50 A-11+00 A-12+00 A-13+00 A-14+00 A-15+00 A-15

134.0' OF RESTRAINED JOINT

REVISION DESCRIPTION	DATE	BY	CKD
16" WL UPSIZED TO 24" WL	8.16.22	JMS	MWW

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-7+50 TO A-15+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

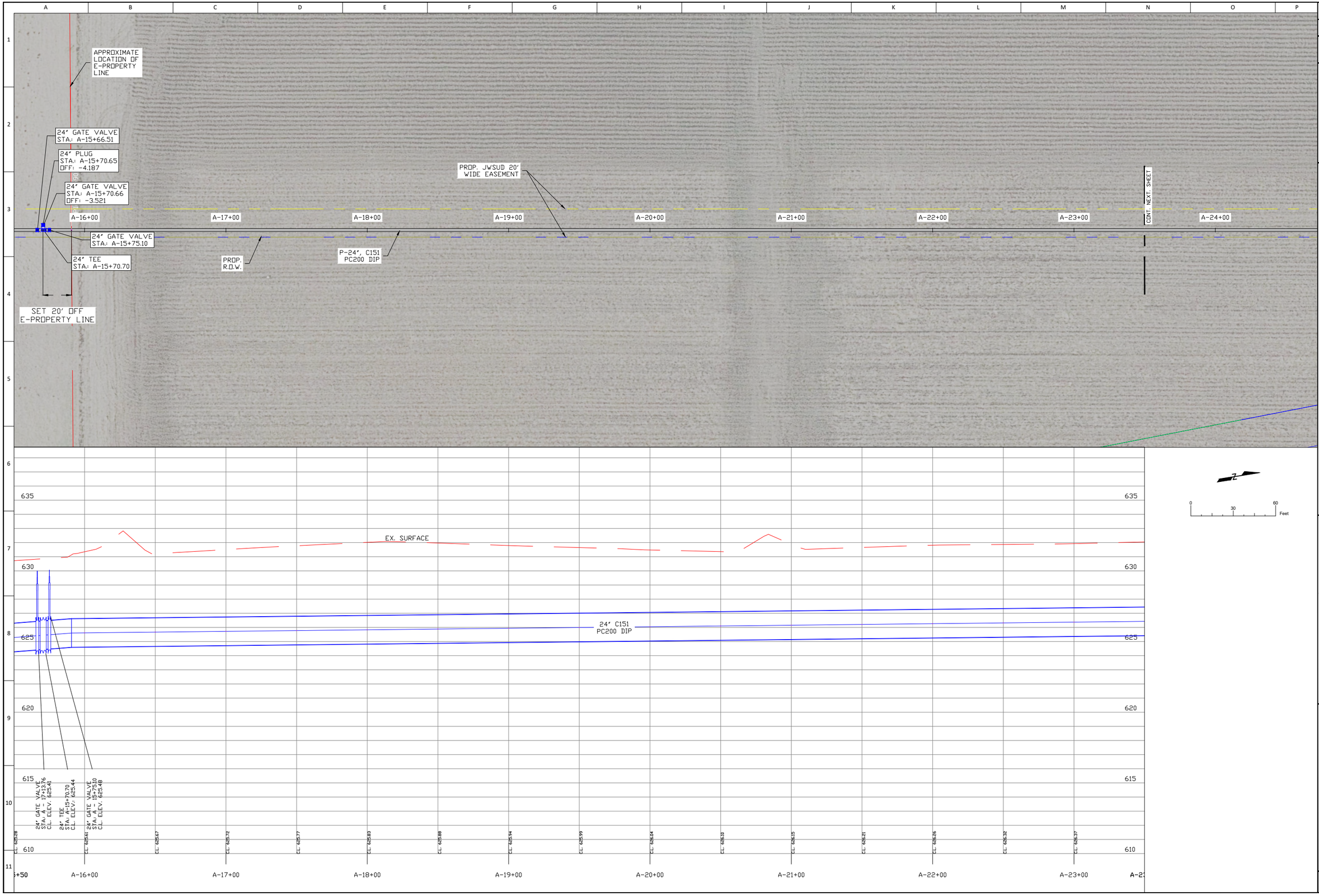
STATE OF TEXAS · MILES W. WHITNEY · 117544 · LICENSED PROFESSIONAL ENGINEER

APPROVED:

DATE: 08/16/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 2



REVISION DESCRIPTION	DATE	BY	CKD
16" WL UPSIZED TO 24" WL	8.16.22	JMS	MWW
ADD 24" TEE, GV & PLUG	8.16.22	JMS	MWW

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-15+50 TO A-23+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

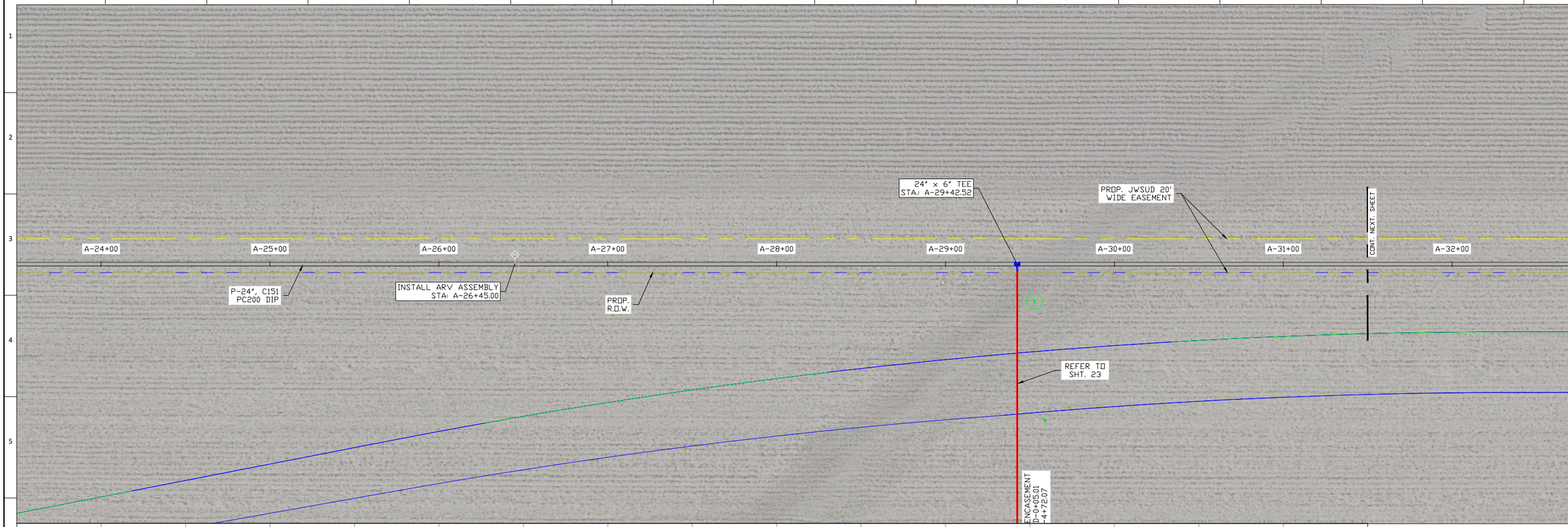
STATE OF TEXAS
MILES W. WHITNEY
116144
LICENSED PROFESSIONAL ENGINEER

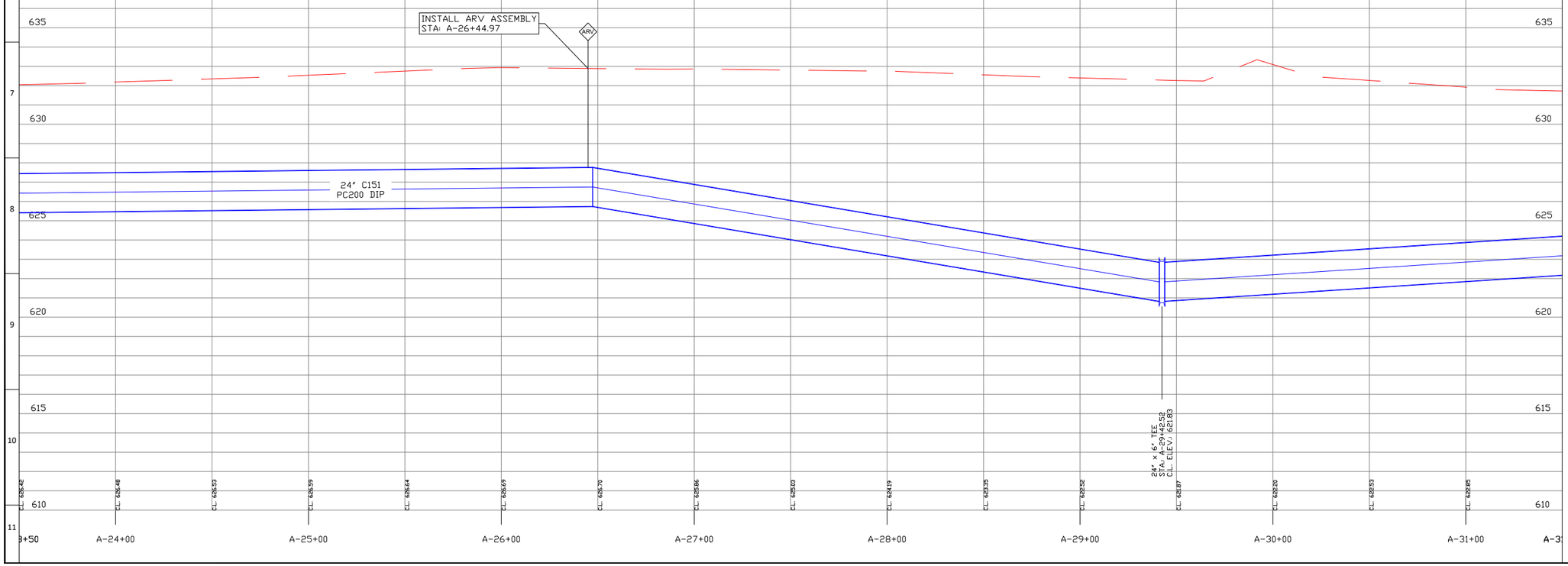
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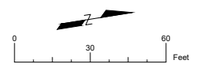
DATE:
08/16/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 3







REVISION DESCRIPTION	DATE	BY	CKD
16" WL UPSIZED TO 24" WL	8.16.22	JMS	MWW

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-23+50 TO A-31+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

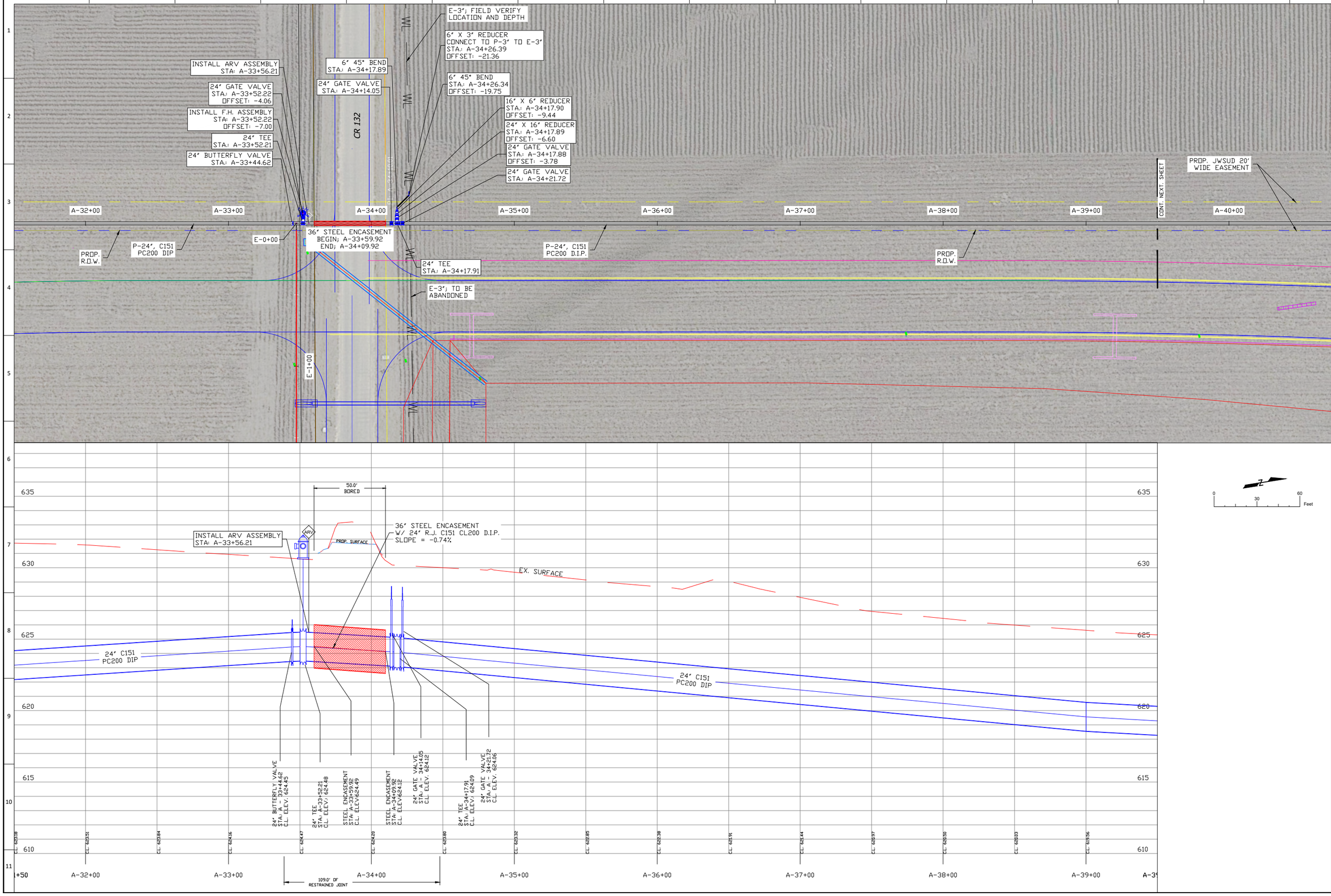
STATE OF TEXAS
MILES W. WHITNEY
87544
LICENSED PROFESSIONAL ENGINEER

APPROVED:

DATE:
08/16/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
PH. 254-744-3439

SHEET 4



REVISION DESCRIPTION	DATE	BY	CKD
16" WL UPSIZED TO 24" WL	8.16.22	JMS	MWW

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-31+50 TO A-39+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:

DATE: 08/16/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 5

PROP. JWSUD 20' WIDE EASEMENT

118 S.F. OF COMPACTED GRAVEL DRIVE REPLACEMENT

PROPOSED ⅝"x¾" METER w/ 1" SERVICE TAP STA: A-42+73.92 OFFSET: -5.00

CAUTION: CONTRACTOR TO VERIFY DEPTH OF STOCK TANK PRIOR TO BORE, TO CONFIRM DEPTH REQUIRED

JWSUD EASEMENT, REFER TO WILCO DOC. 2021055085

P-24", C151 PC200 D.I.P.

CAUTION: COUNTY TO COORDINATE ABANDONMENT OF STRUCTURE WITH PROPERTY OWNER.

CONT. NEXT SHEET

PROP. JWSUD 20' WIDE EASEMENT

A-40+00 A-41+00 A-42+00 A-43+00 A-44+00 A-45+00 A-46+00 A-47+00 A-48+00

11+00 10+00

FM STA.-451+00 FM STA.-452+00 FM STA.-453+00 FM STA.-454+00 FM STA.-455+00 FM STA.-456+00 FM STA.-457+00 FM STA.-458+00 FM STA.-459+00

0 30 60 Feet

635 630 625 620 615 610

EX. SURFACE

CAUTION: ELEVATION SHOWN DOES NOT REFLECT STOCK TANK FLOOR ELEVATION, CONTRACTOR SHALL VERIFY ELEVATION

200.0' BORED W/O ENCASEMENT

CAUTION: COUNTY TO COORDINATE ABANDONMENT OF STRUCTURE WITH PROPERTY OWNER.

24" C151 PC200 DIP

200.0' OF RESTRAINED JOINT

CL 619.28 CL 619.00 CL 618.73 CL 618.45 CL 618.17 CL 617.89 CL 617.67 CL 617.29 CL 616.80 CL 615.42 CL 615.44 CL 615.48 CL 615.51 CL 615.55 CL 615.58 CL 615.62

9+50 A-40+00 A-41+00 A-42+00 A-43+00 A-44+00 A-45+00 A-46+00 A-47+00 A-47

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-39+50 TO A-47+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

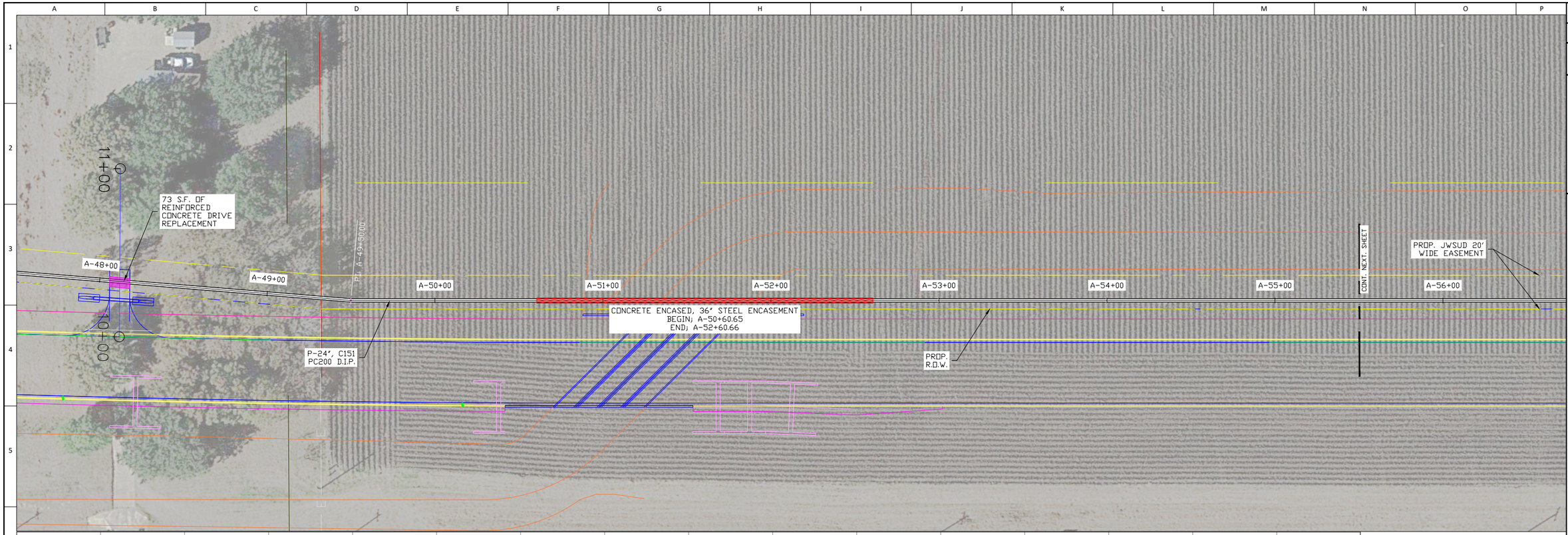
MILES W. WHITNEY 117154 LICENSED PROFESSIONAL ENGINEER

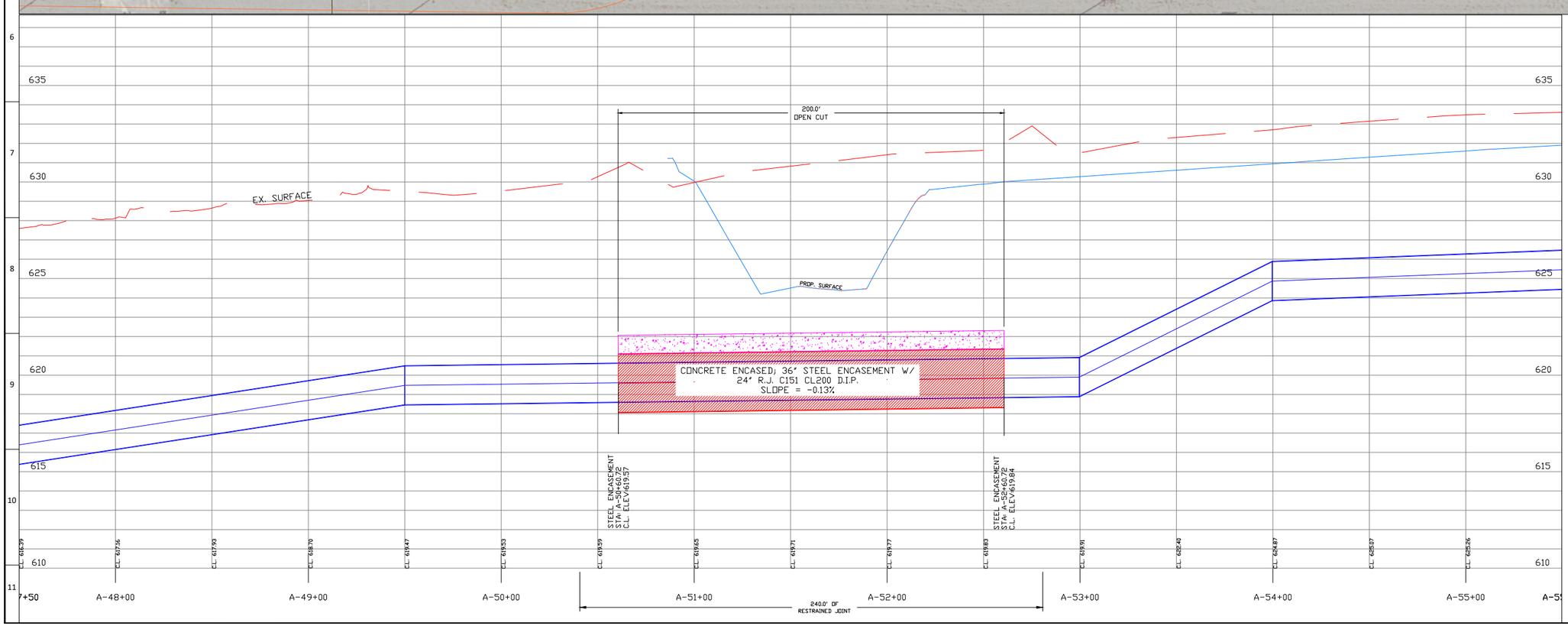
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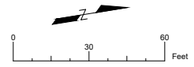
DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 6





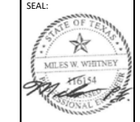


REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "A"; STA. A-47+50 TO A-55+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

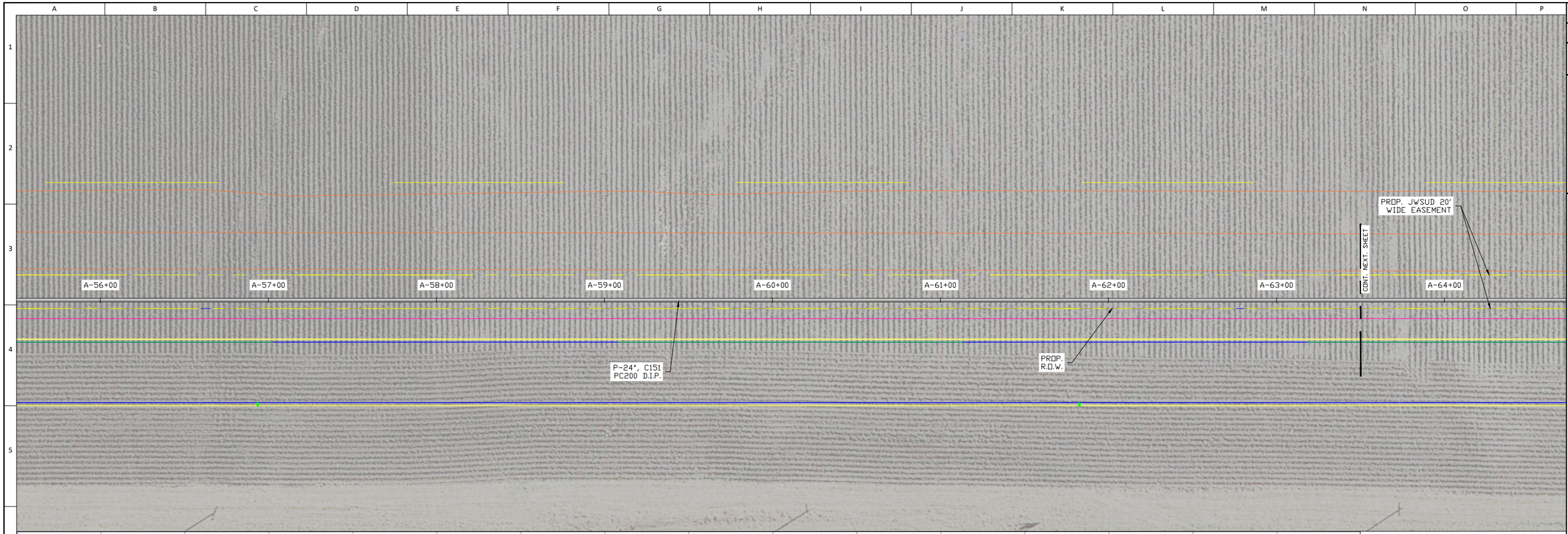


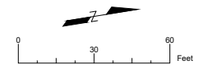
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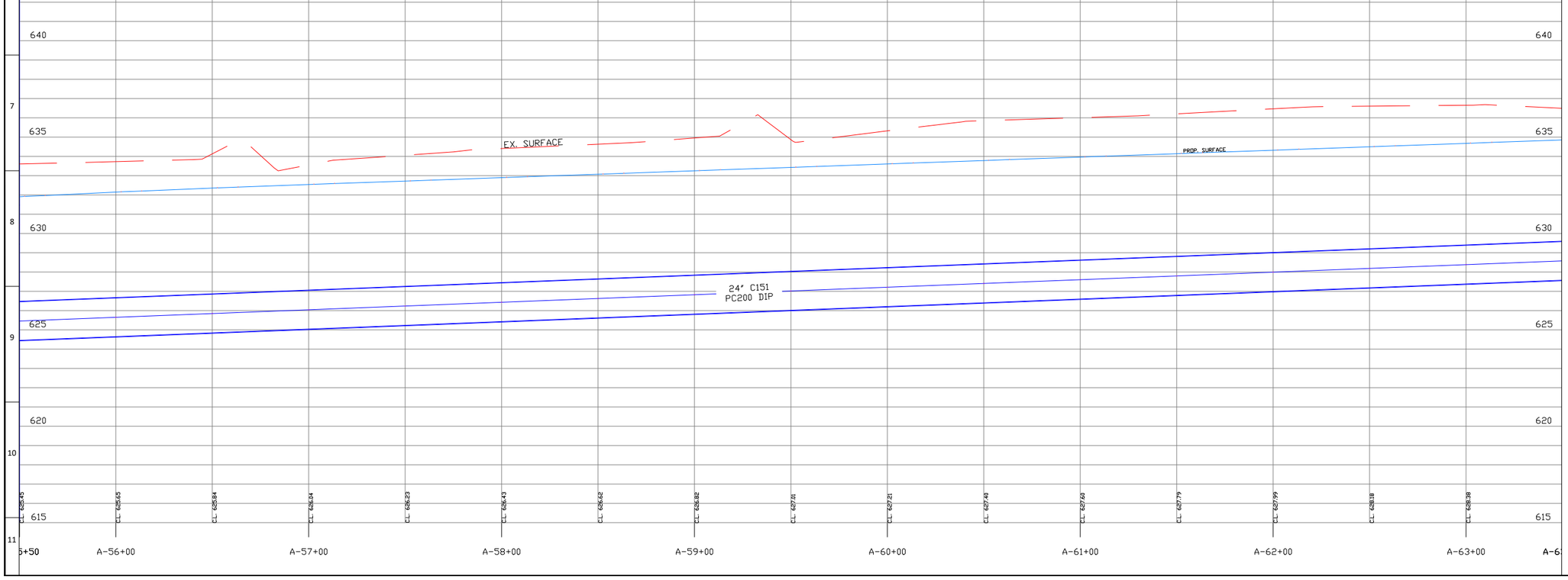
DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
PH. 254-744-3439

SHEET 7







REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-55+50 TO A-63+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

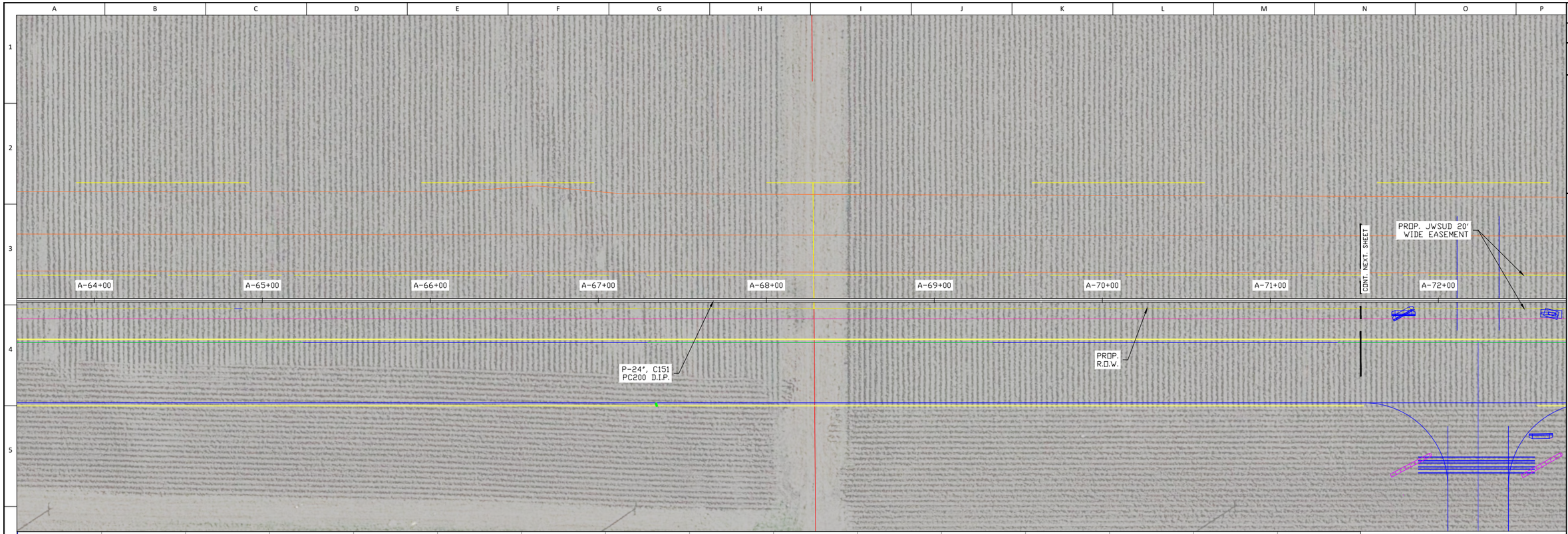
STATE OF TEXAS
MILES W. WHITNEY
87544
LICENSED PROFESSIONAL ENGINEER

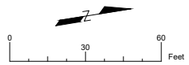
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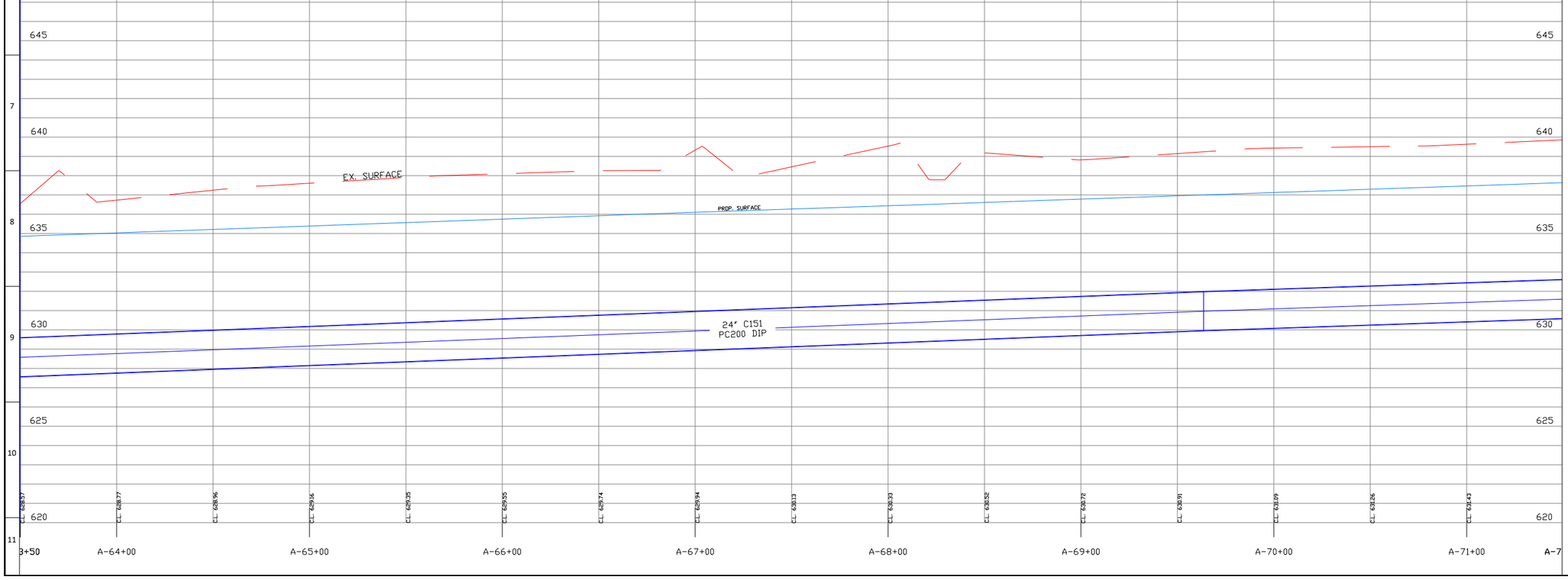
DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
PH. 254-744-3439

SHEET 8







REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-63+50 TO A-71+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

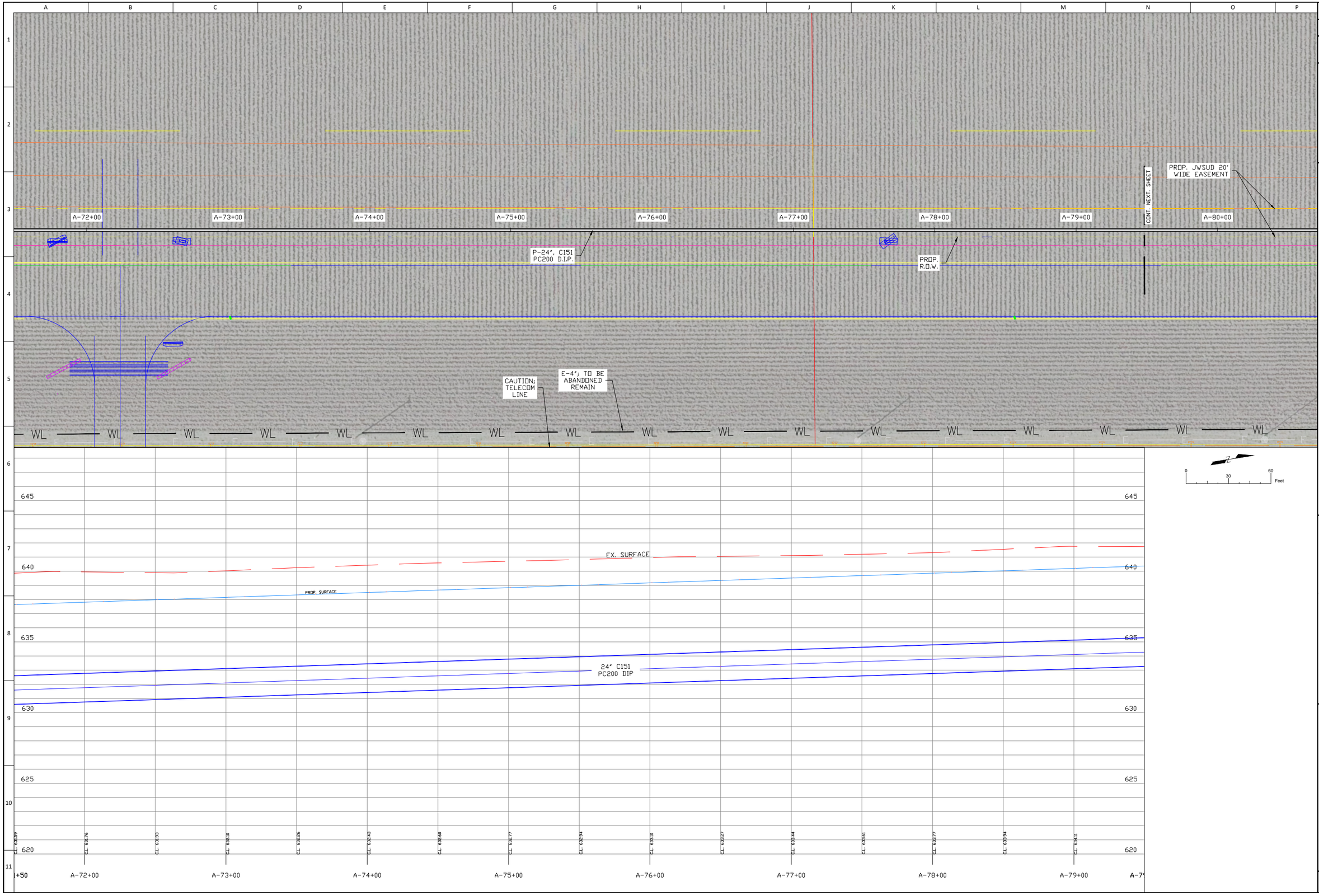
STATE OF TEXAS
MILES W. WHITNEY
87544
LICENSED PROFESSIONAL ENGINEER

APPROVED:

DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 9



REVISION DESCRIPTION	DATE	BY	CKD

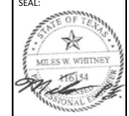
JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-71+50 TO A-79+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

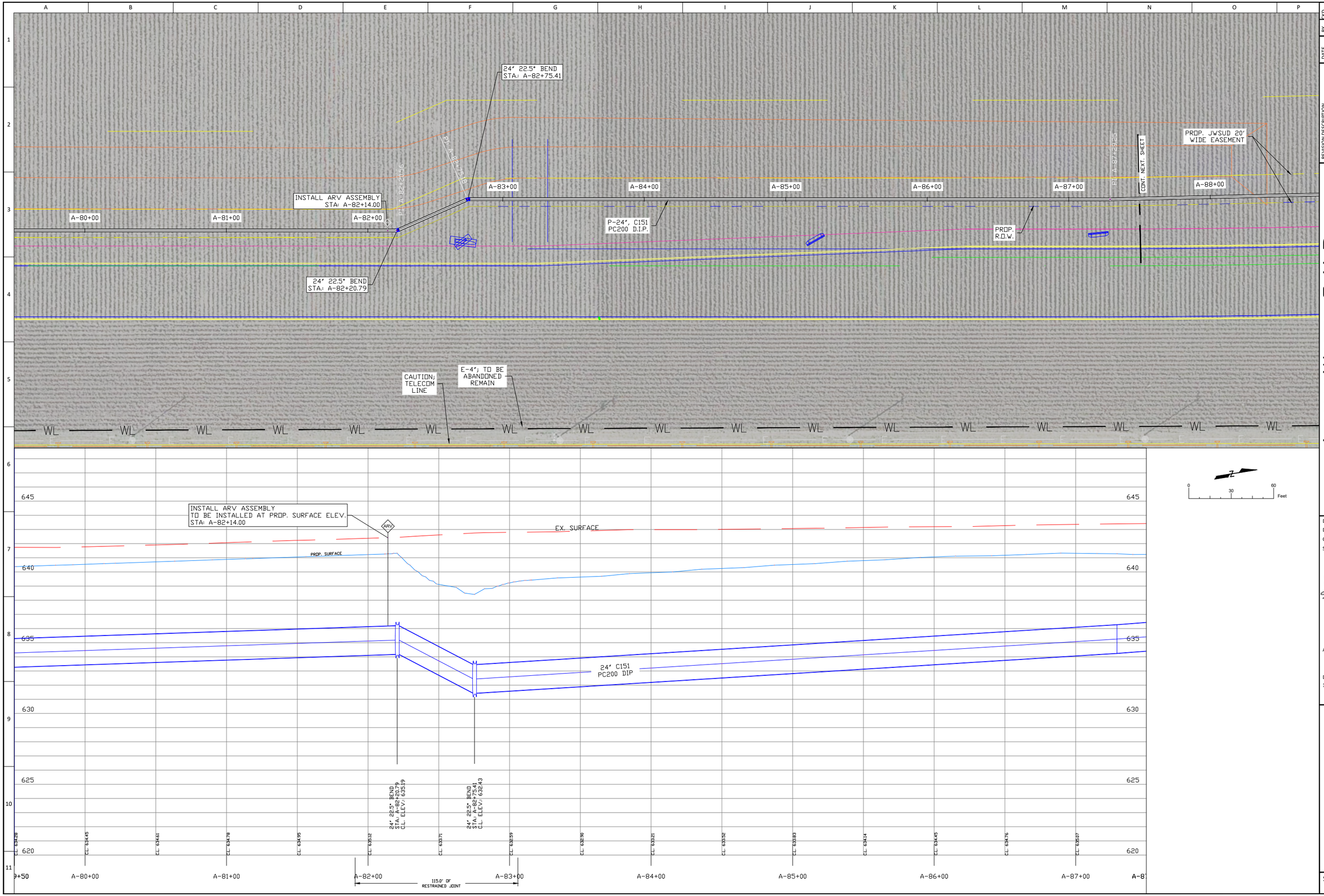


APPROVED:

DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 10



REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "A"; STA. A-79+50 TO A-87+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

STATE OF TEXAS
MILES W. WHITNEY
115154
REGISTERED PROFESSIONAL ENGINEER

APPROVED:

DATE:
11/16/21

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 11

PROP. JWSUD 20' WIDE EASEMENT

CONT. NEXT SHEET

PI A-94+25.81

24" 11.25° BEND
STA.: A-94+25.81

A-94+00

24" 90° BEND
STA.: A-93+84.85

PI A-93+84.85

A-93+00

A-92+00

A-91+00

A-90+00

A-89+00

A-88+00

P-24", C151
PC200 D.I.P.

INSTALL ARV ASSEMBLY
STA: A-90+11.00

PROP.
R.O.W.

EX. WATER SERVICES TO BE RELOCATED; REFER TO SHEET 13 FOR RELOCATE LOCATION

FM STA.-507+00

FM STA.-506+00

FM S

11+00

10+00

0 30 60 Feet

INSTALL ARV ASSEMBLY
STA: A-90+11.23

ARV

EX. SURFACE

PROP. SURFACE

24" C151
PC200 DIP

645
640
635
630
625
620

24" 90° BEND
STA: A-93+84.85
CL ELEV.: 633.79

24" 11.25° BEND
STA: A-94+25.81
CL ELEV.: 634.36

CL 638.41 | CL 638.80 | CL 636.18 | CL 636.57 | CL 636.95 | CL 637.33 | CL 637.81 | CL 636.48 | CL 638.94 | CL 638.42 | CL 634.98 | CL 634.53 | CL 634.09 | CL 633.99

7+50 | A-88+00 | A-89+00 | A-90+00 | A-91+00 | A-92+00 | A-93+00 | A-94+00 | A-94

95.0' OF RESTRAINED JOINT

NO	REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-87+50 TO A-94+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

STATE OF TEXAS
MILES W. WHITNEY
116144
REGISTERED PROFESSIONAL ENGINEER

APPROVED:

DATE:
11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 12

NOTE:
- COST OF NEW SERVICE LINE SHALL BE SUBSIDIARY TO THE COST OF THE METER RELOCATION
- CONTRACTOR SHALL INSTALL STA. A-100+38 PLUS, SO THAT THE EXISTING INFRASTRUCTURE INSTALLED NORTH OF THIS LOCATION CAN BE ABANDONED SO TO ALLOW ROADWORK AT HWY 79 TO PROCEED.

24" 90° BEND
STA.: A-96+02.61

INSTALL ARV ASSEMBLY
STA: A-96+08.00

24" 45° BEND
STA.: A-97+84.22

PI: A-97+84.23

PI: A-97+98.22

PI: A-96+02.61

A-96+00

A-97+00

A-98+00

A-99+00

P-24", C151
PC200 D.I.P.

PROPOSED RELOCATED METER,
EXTEND NEW SERVICE LINE AND
RECONNECT TO EX. SERVICE LINE
STA: A-97+47.38
OFFSET: 5.34

24" 45° BEND
STA.: A-97+98.20

PROP. JWSUD 20'
WIDE EASEMENT

A-95+00

24" GATE VALVE
ST/ A-100+00 35.36

24"X6" TEE
W/ 6" GATE VALVE
STA: A-100+38.59

75 L.F. OF 6";
FOR TEMPORARY
CONNECTION

INSTALL F.H. ASSEMBLY
(LOCATION OF TEMP. CONNECTION)
STA: A-100+38.66
OFFSET: 4.57

CONNECT P-6" TO
E-20" STUB OUT; FOR
TEMPORARY CONNECTION

E-20"; TO BE
ABANDONED, ONCE
TEMP. CONNECTION
IS NOT NEEDED

E-16"; TO BE
ABANDONED

PI: A-100+79.65

24" 22.5° BEND
STA.: A-100+79.64

PROP. JWSUD 20'
WIDE EASEMENT

A-101+00

A-102+00

A-103+00

A-104+

CONT. NEXT SHEET

STA.: A-104+38.05

PROP.
R.O.W.

11+00

00+

WL

WL

INSTALL ARV ASSEMBLY
STA: A-96+08.31

EX. SURFACE

24" C151
PC200 DIP

24" 90° BEND
STA.: A-96+08.61
C.L. ELEV.: 637.52

24" 45° BEND
STA.: A-97+84.22
C.L. ELEV.: 636.69

24" 45° BEND
STA.: A-97+98.20
C.L. ELEV.: 636.59

24" GATE VALVE
STA.: A-100+35.36
C.L. ELEV.: 634.71

24"X6" TEE
STA.: A-100+38.59
C.L. ELEV.: 634.68

24" 22.5° BEND
STA.: A-100+79.64
C.L. ELEV.: 634.88

645
640
635
630
625
620

0 30 60 Feet

A-94+50
A-95+00
A-96+00
A-97+00
A-98+00
A-99+00
A-100+00
A-101+00
A-102+00
A-103+00
A-10

6.0' OF RESTRAINED JOINT
60.0' OF RESTRAINED JOINT
74.0' OF RESTRAINED JOINT
102.0' OF RESTRAINED JOINT

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "A"; STA. A-94+50 TO A-103+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

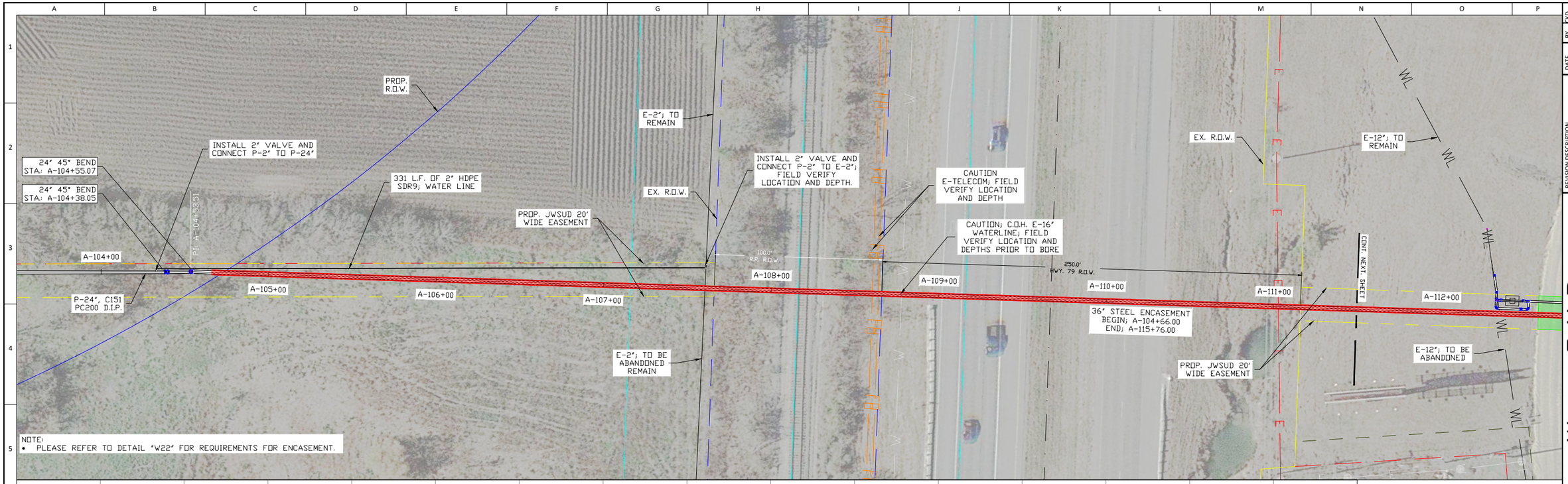
STATE OF TEXAS
MILES W. WITHNEY
117544
LICENSED
PROFESSIONAL ENGINEER

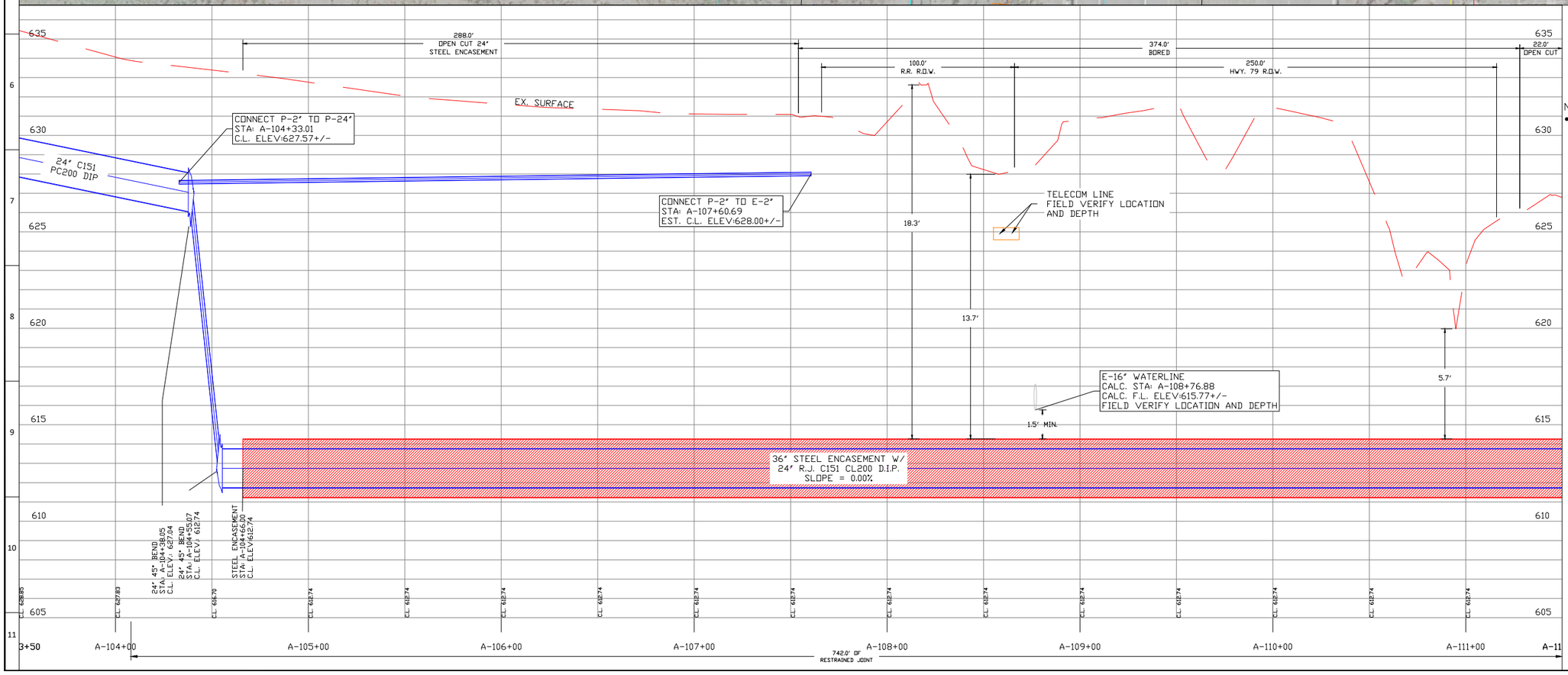
APPROVED:

DATE:
11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 13





N

0 30 60 Feet

NOTE:
- CONTRACTOR SHALL BE REMINDED TO ADHERE TO THE REQUIREMENTS OF THE BORE PERMITS WITH THE U.P.R.R.; REFER TO CONTRACT DOCUMENTS

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "A"; STA. A-103+50 TO A-111+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

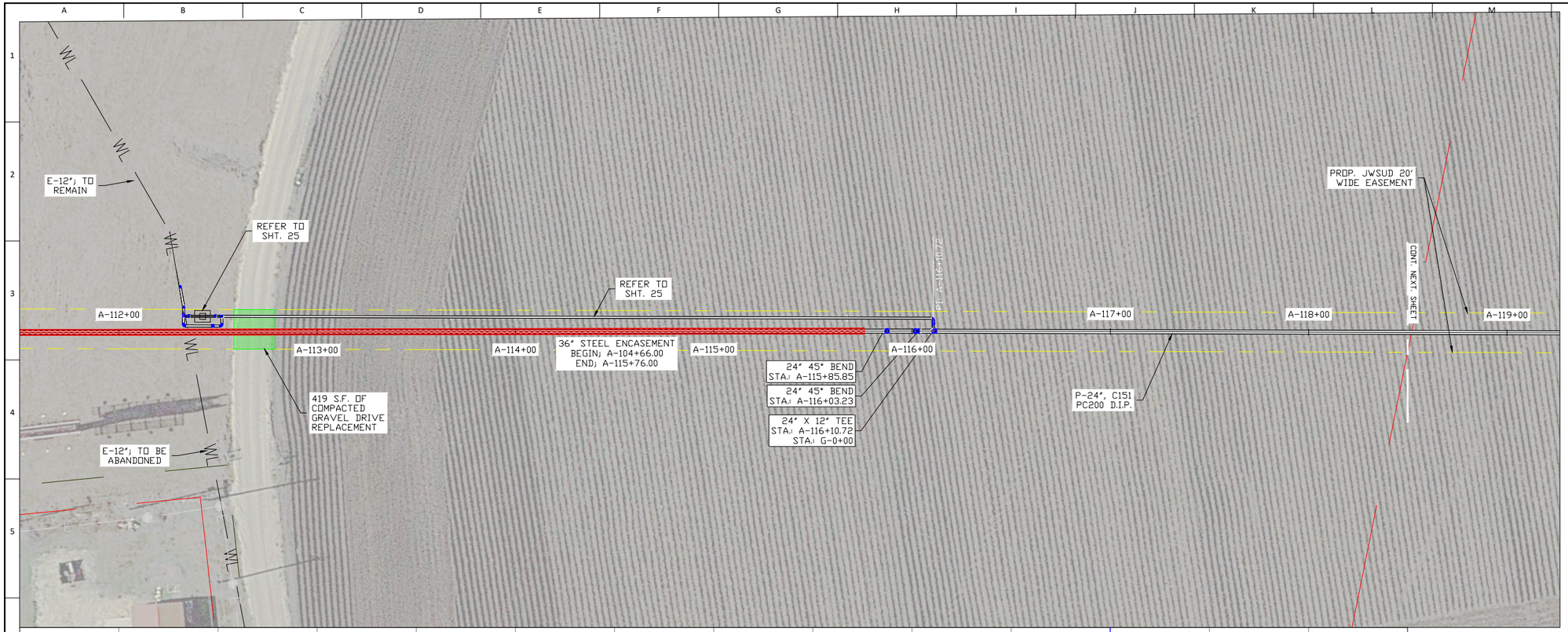
STATE OF TEXAS
MILES W. WHITNEY
87544
REGISTERED PROFESSIONAL ENGINEER

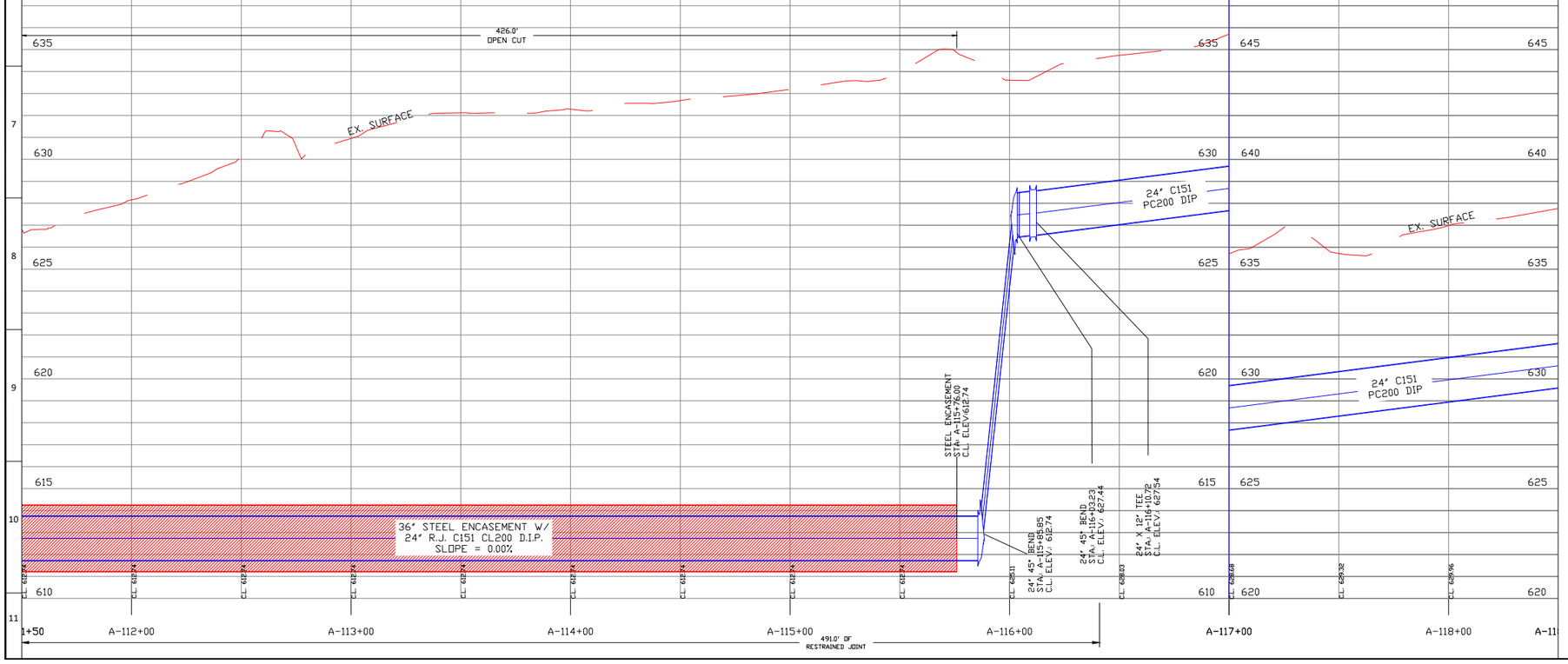
APPROVED:

DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 14





REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-111+50 TO A-118+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

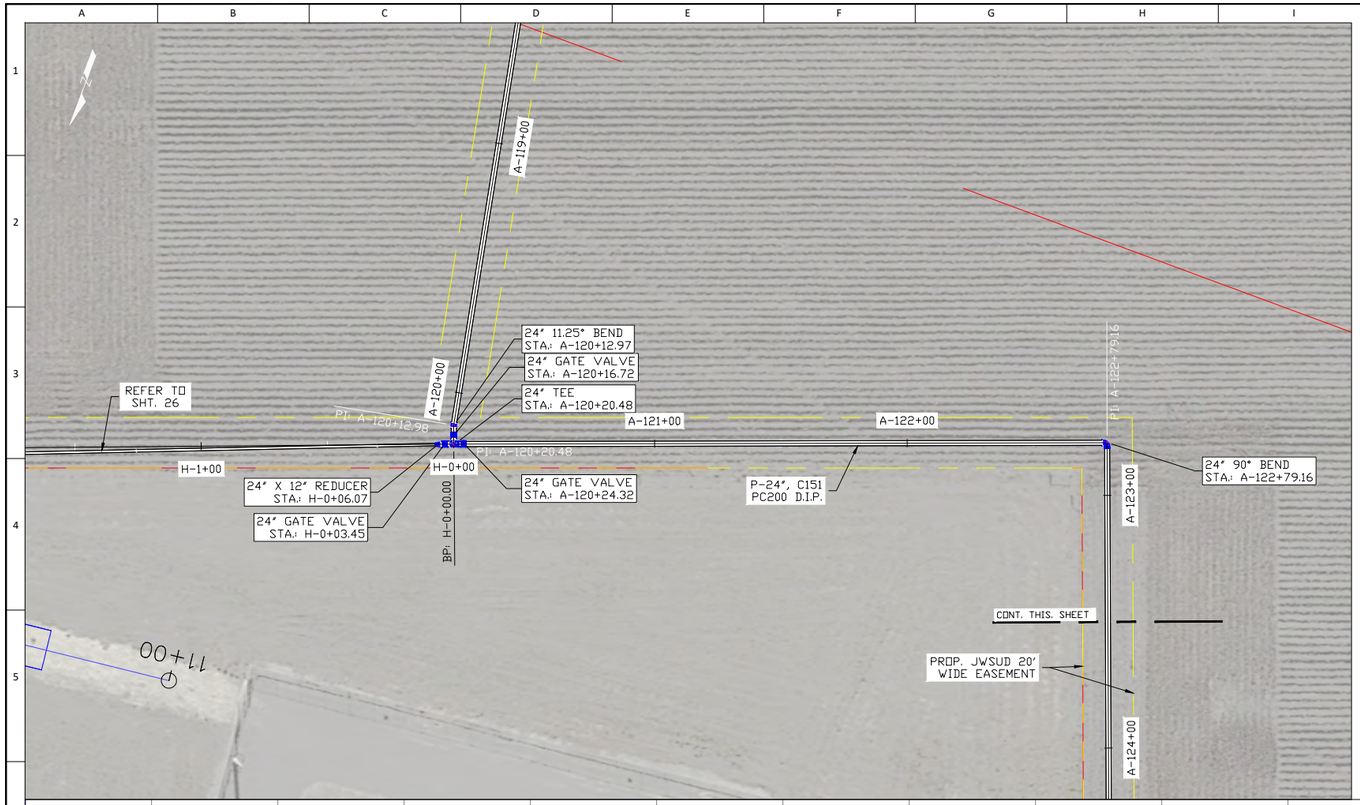
STATE OF TEXAS
MILES W. WHITNEY
117544
REGISTERED PROFESSIONAL ENGINEER

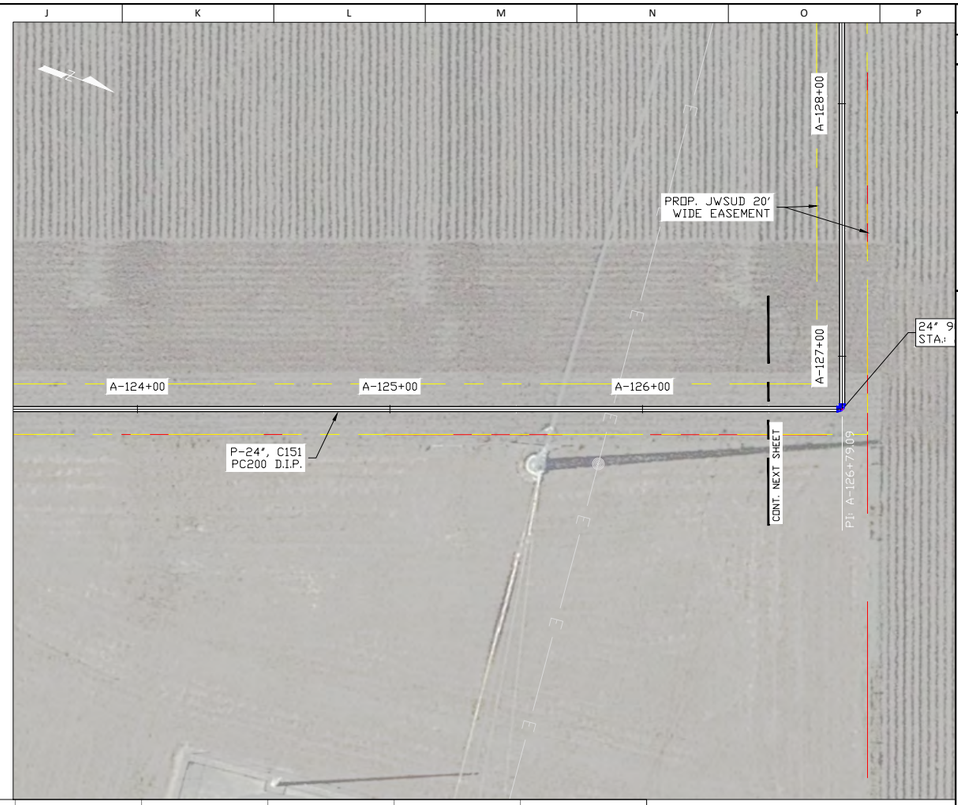
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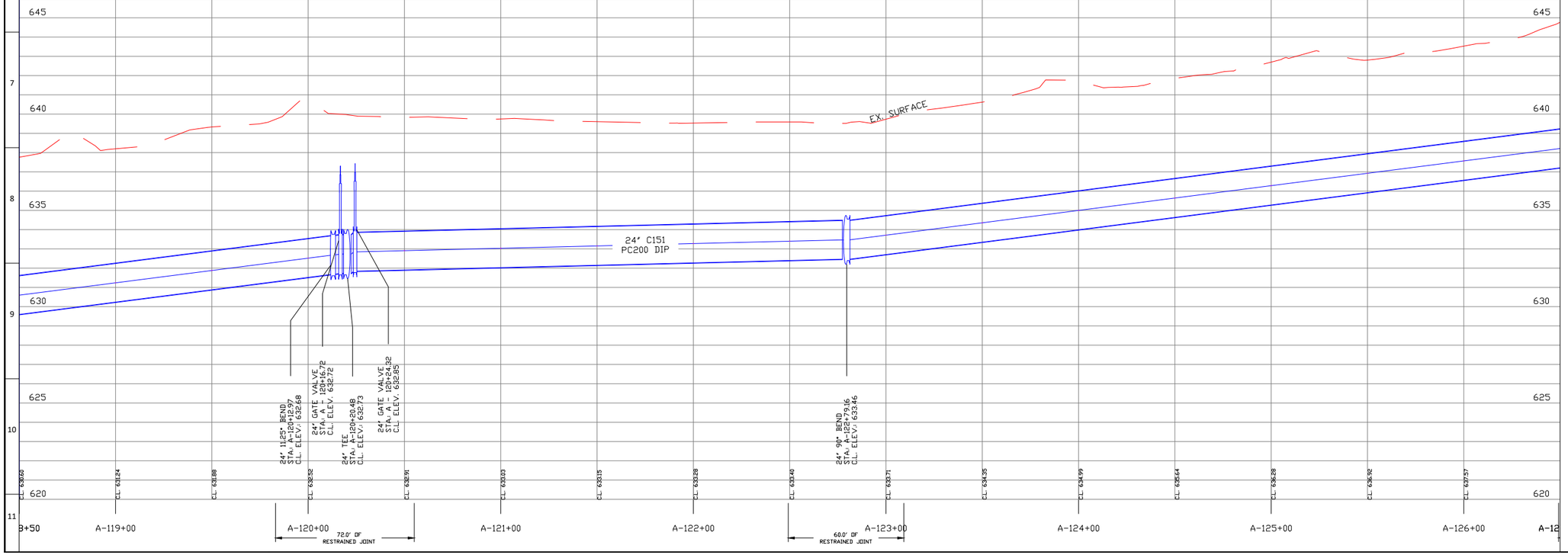
DATE: 11/16/21

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
PH. 254-744-3439

SHEET 15







0 30 60 Feet

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-118+50 TO A-126+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

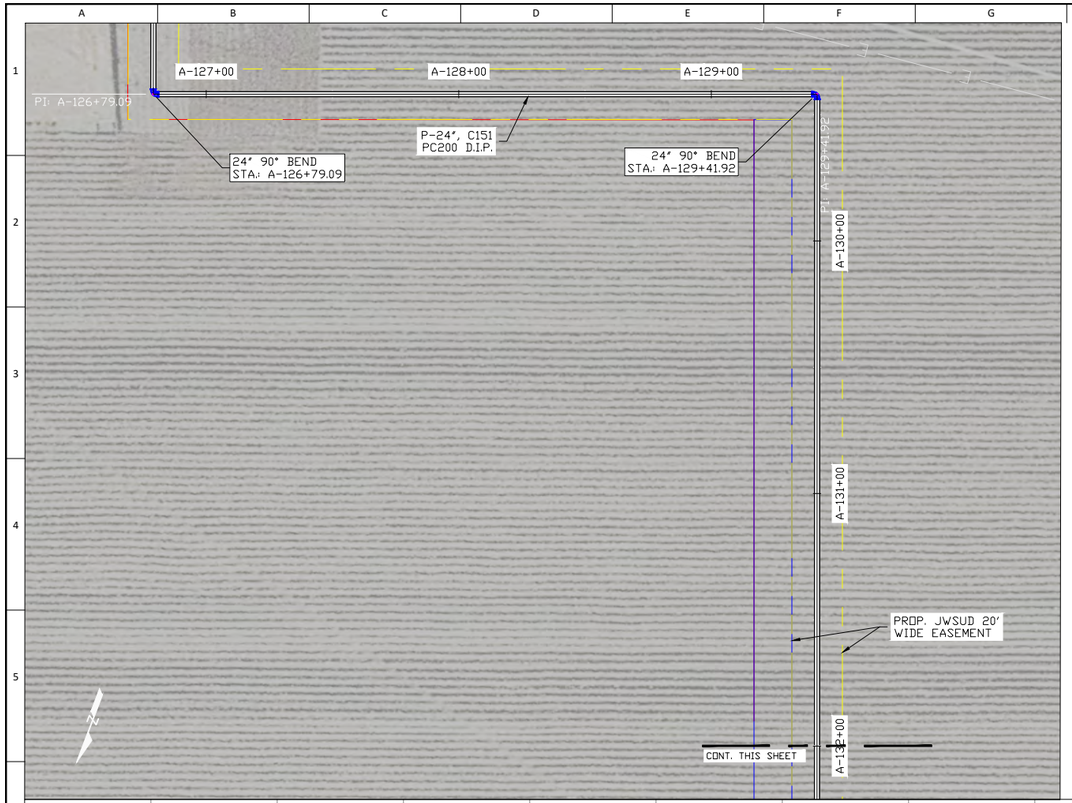
STATE OF TEXAS
MILES W. WHITNEY
87544
REGISTERED
PROFESSIONAL ENGINEER

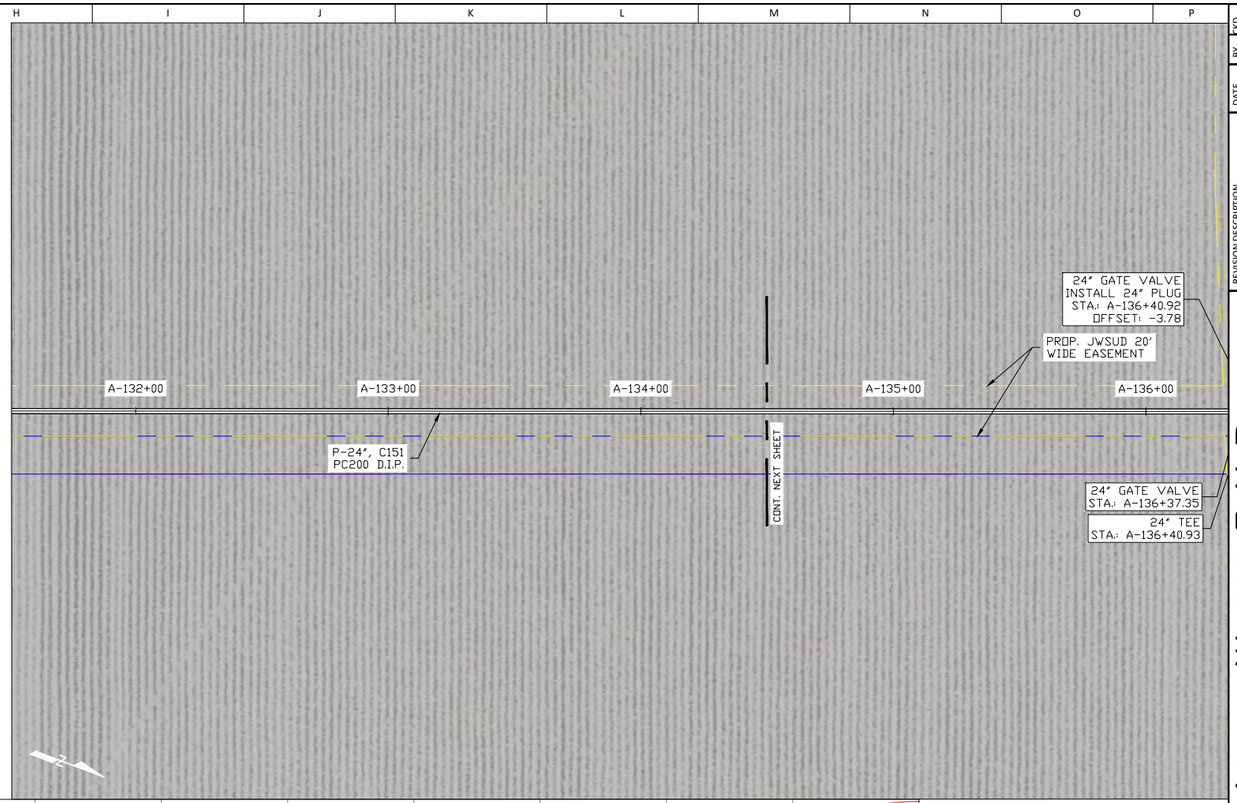
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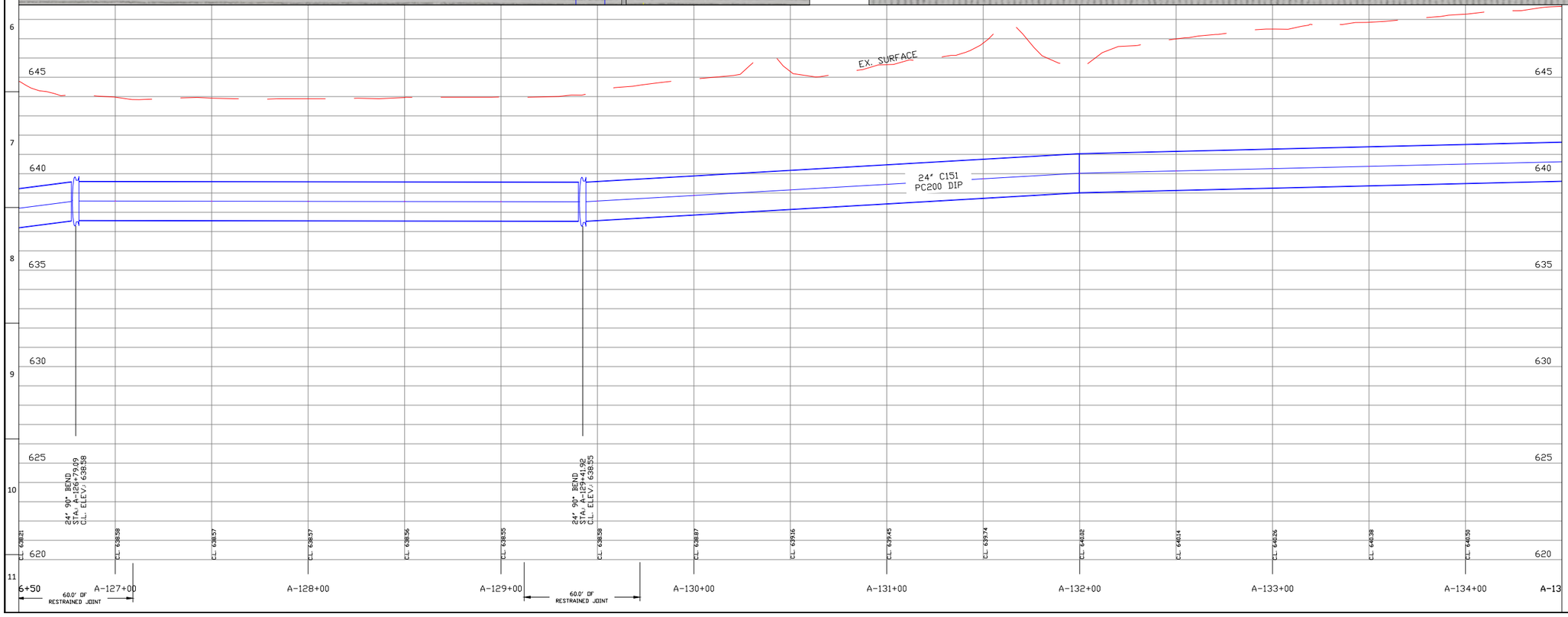
DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
PH. 254-744-3439

SHEET 16







0 30 60 Feet

NO.	REVISION DESCRIPTION	DATE	BY	CKD

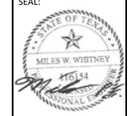
JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-126+50 TO A-134+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

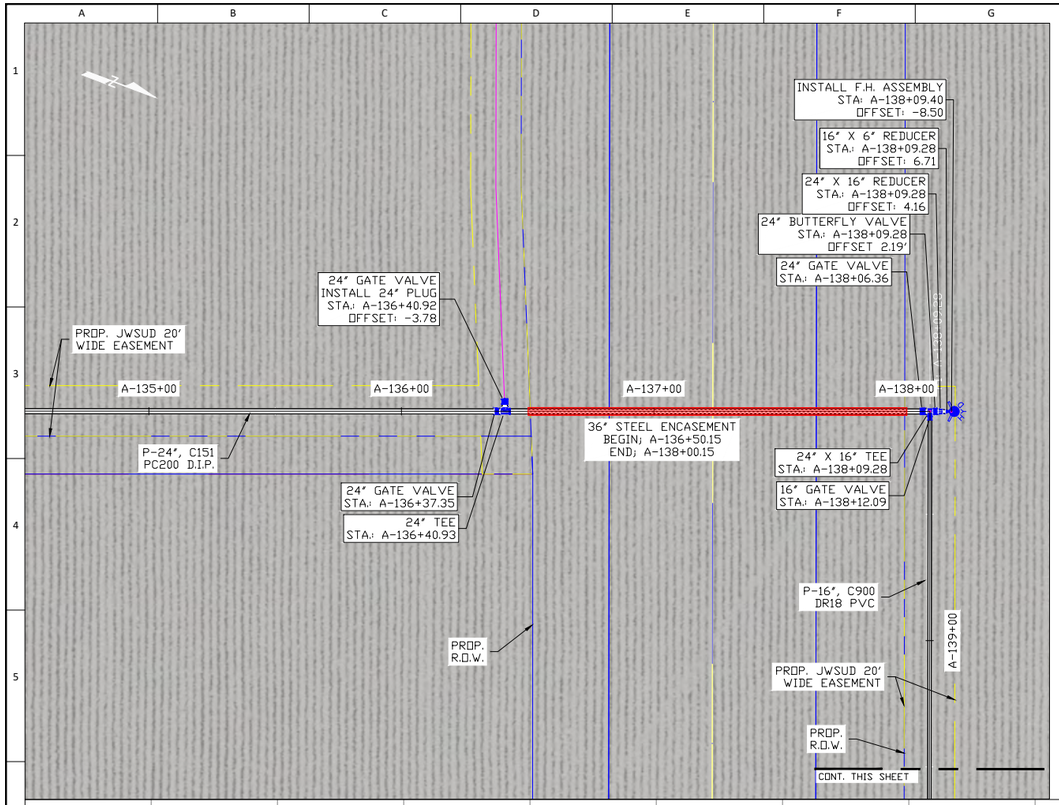


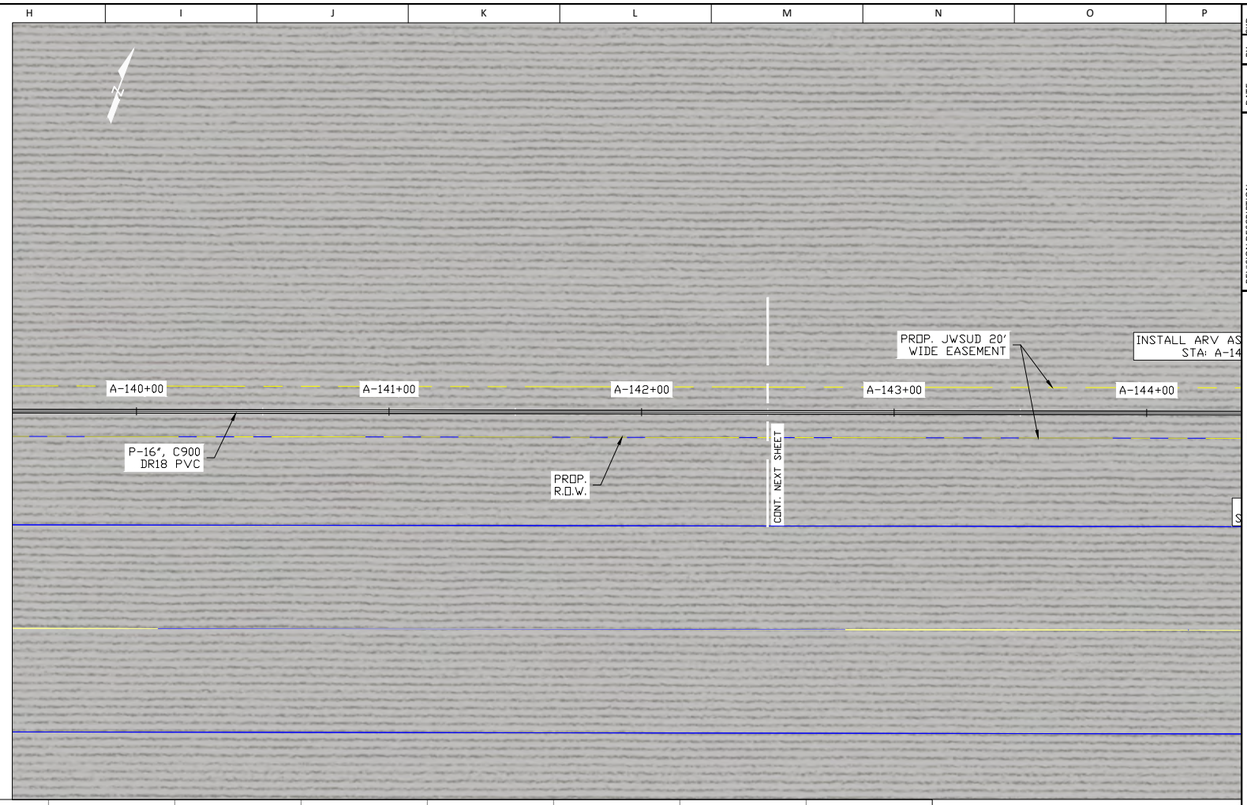
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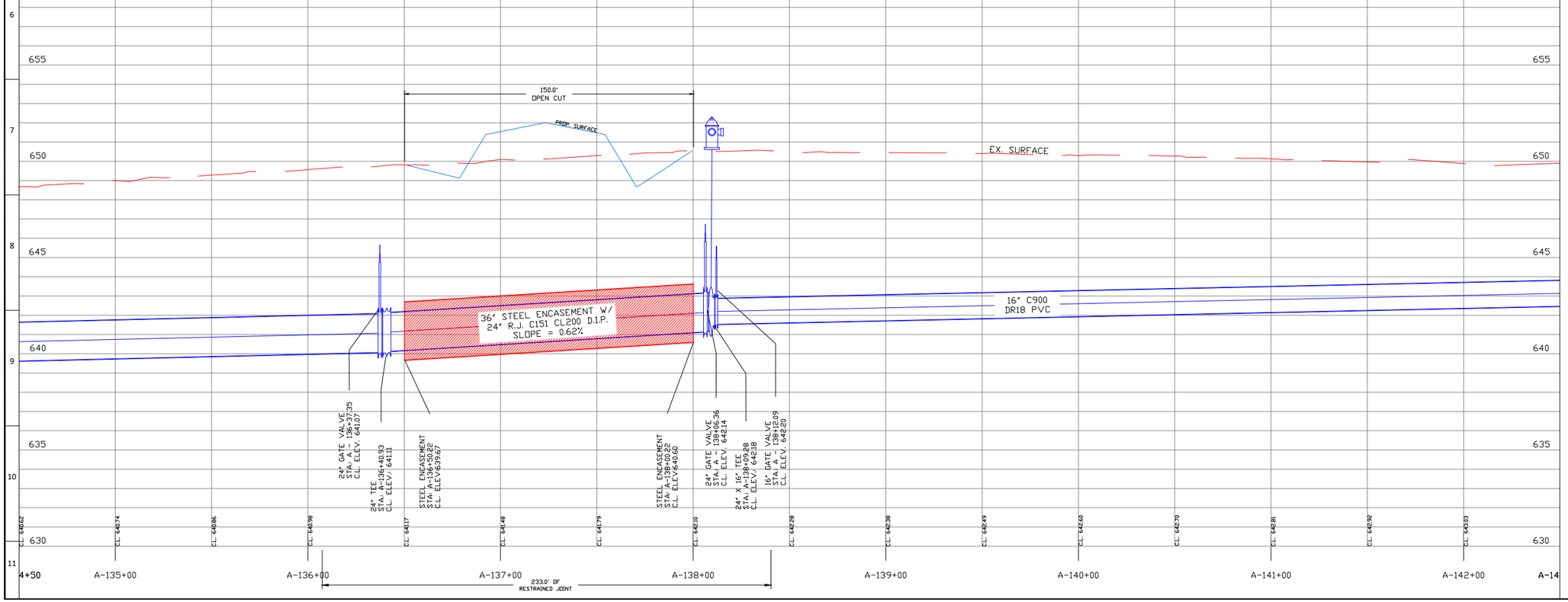
DATE:
11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 17







0 30 60 Feet

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-134+50 TO A-142+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

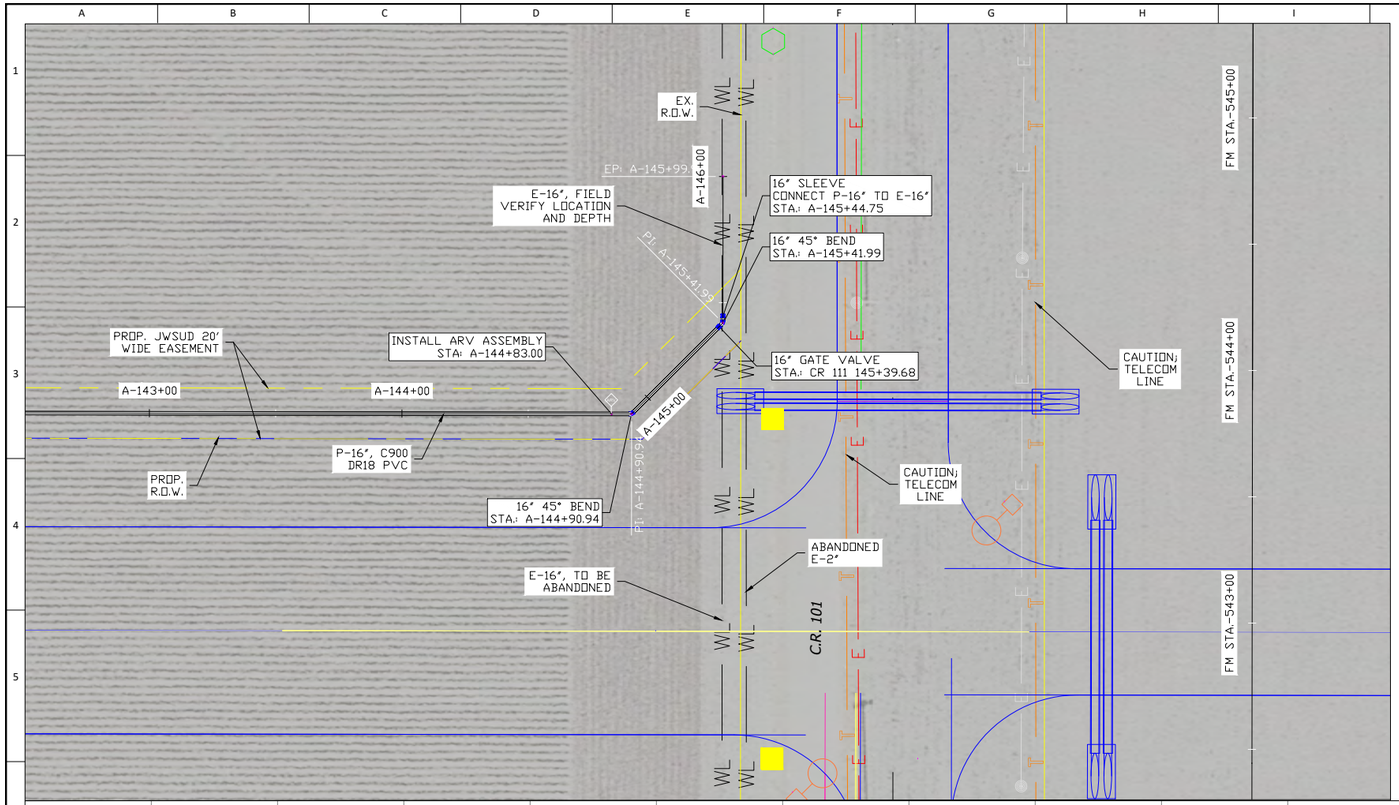
STATE OF TEXAS
MILES W. WHITNEY
117544
LICENSED PROFESSIONAL ENGINEER

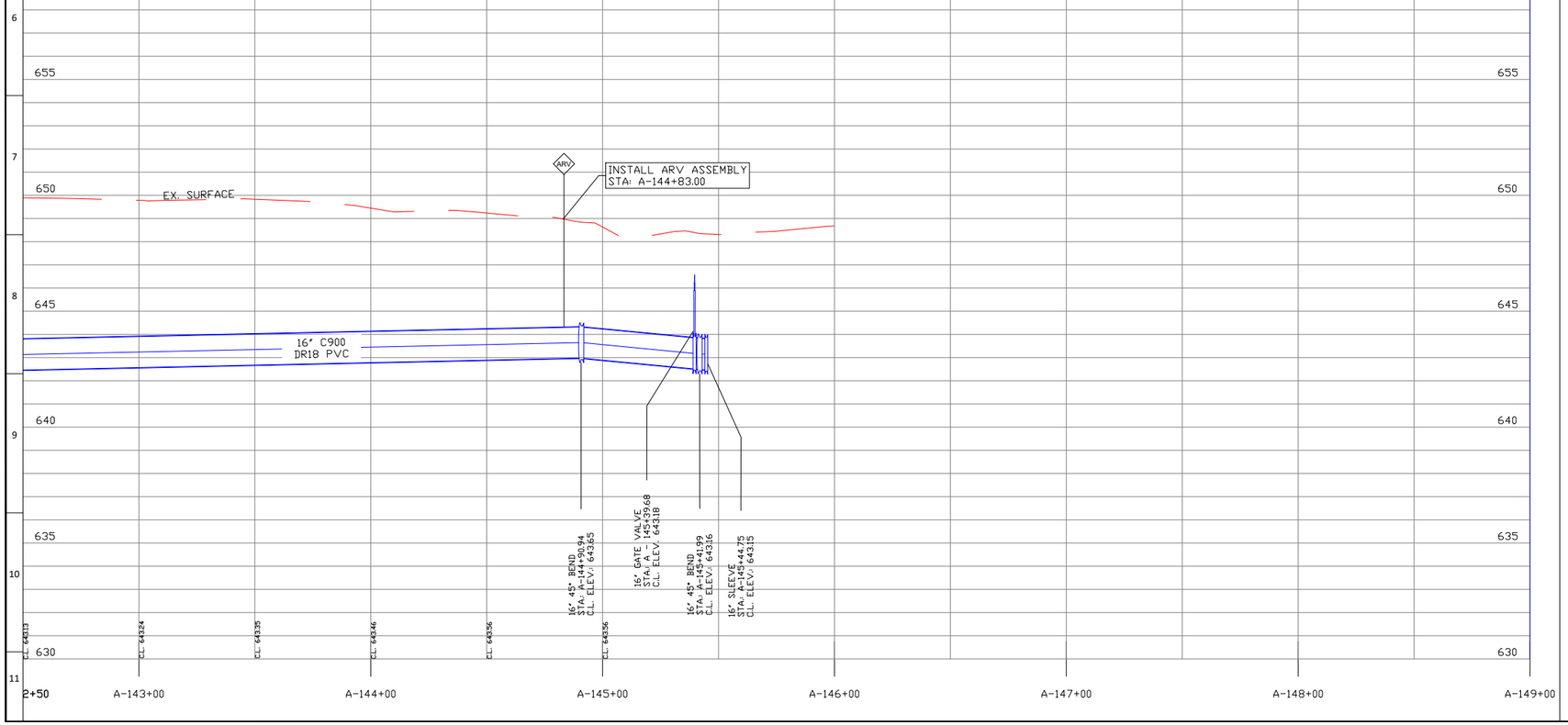
APPROVED:

DATE:
11/16/21

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T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 18





REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-142+50 TO A-146+00

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

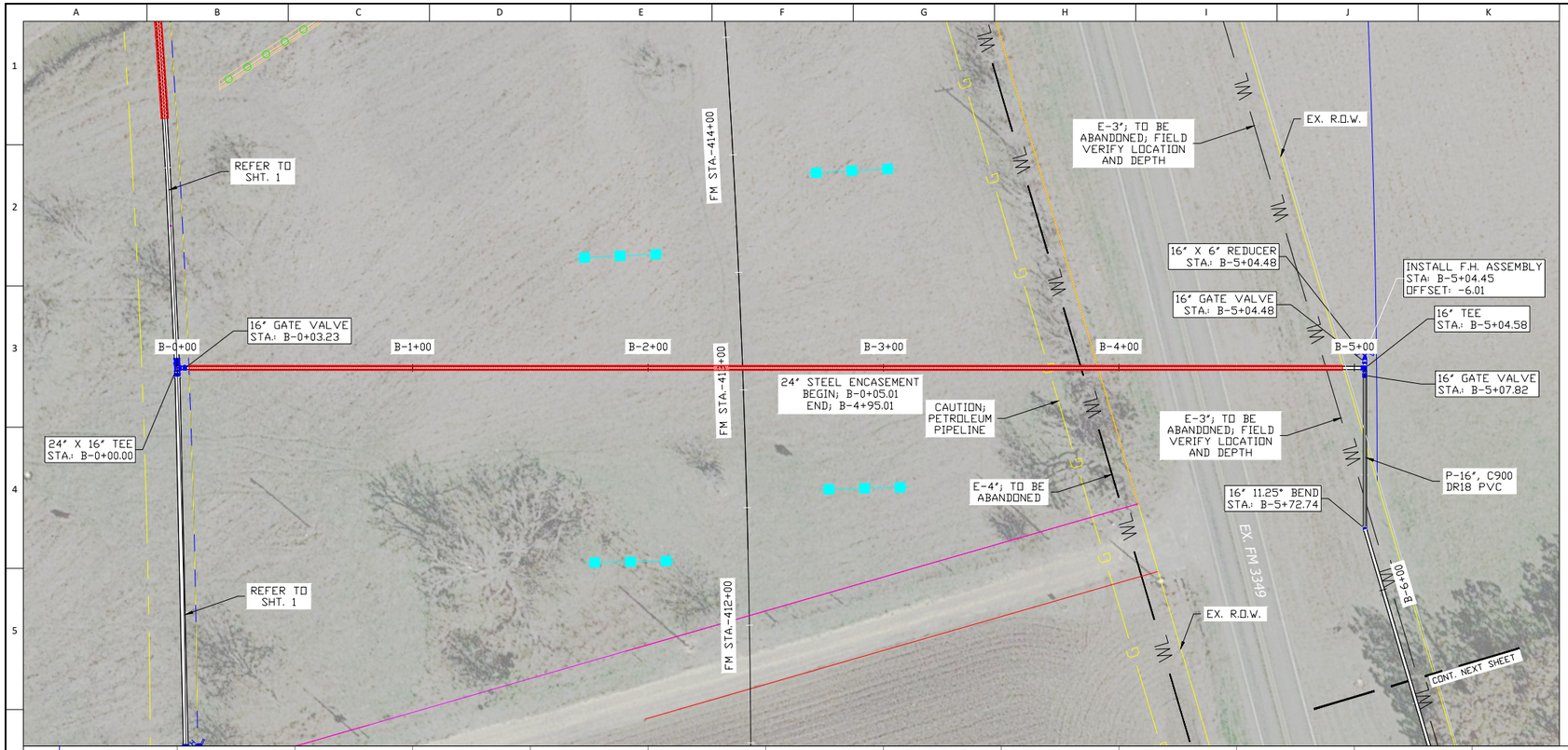
STATE OF TEXAS
MILES W. WHITNEY
87544
REGISTERED PROFESSIONAL ENGINEER

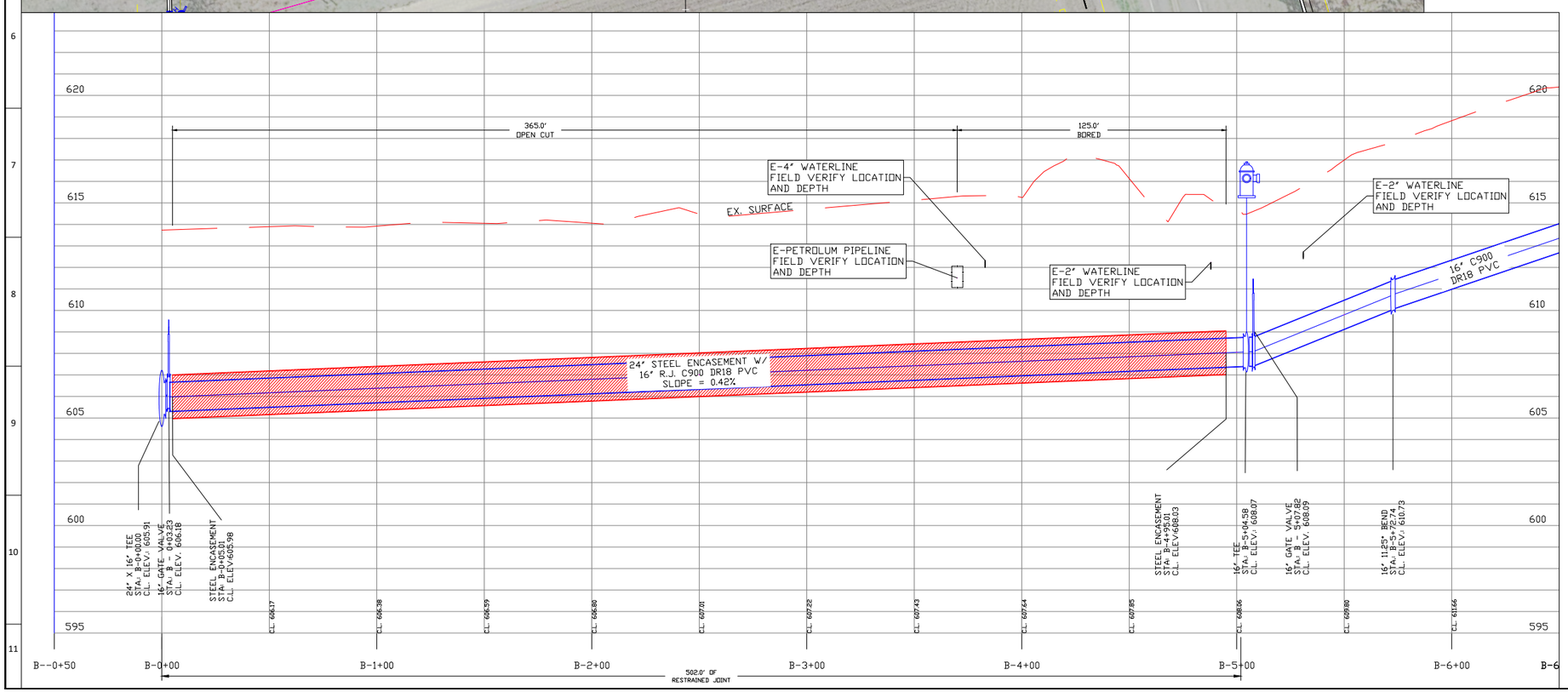
APPROVED:

DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 19





REVISION DESCRIPTION	DATE	BY	CKD
16"X16" TEE TO 24"X16" TEE	8.16.22	JMS	MWW
C.L. ELEVATION ADJUSTMENTS	8.16.22	JMS	MWW

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "B"; STA. B-0+00 TO B-6+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

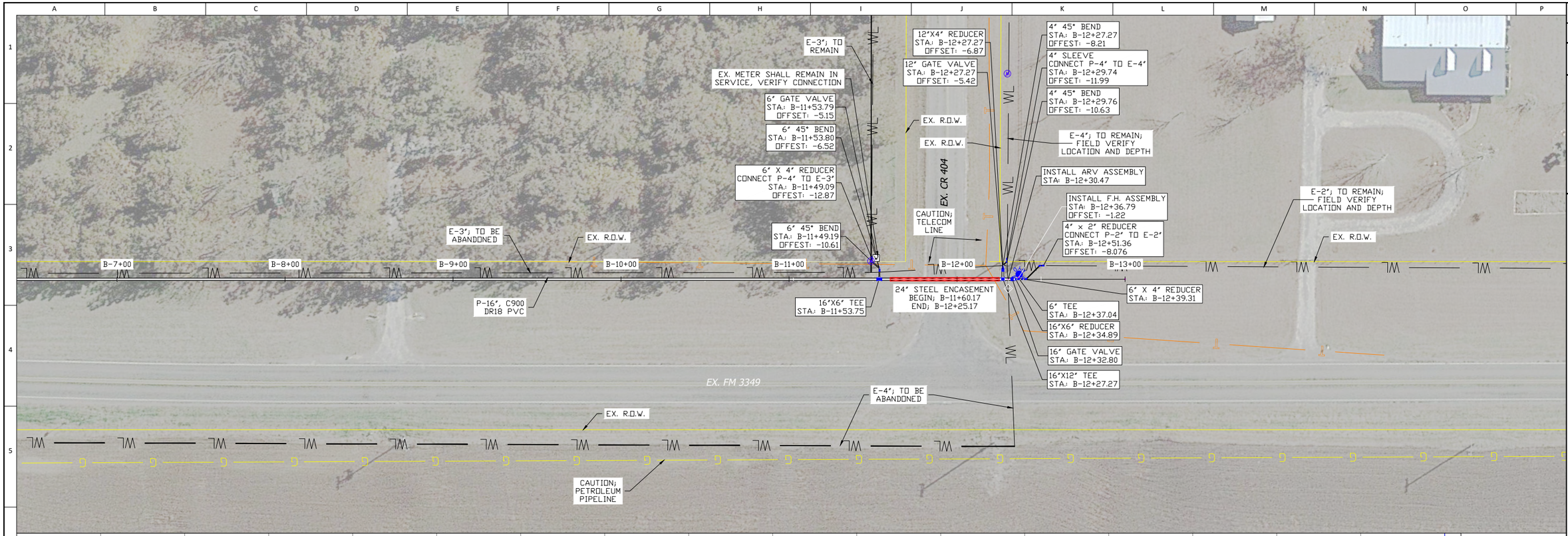
STATE OF TEXAS
MILES W. WHITNEY
115144
LICENSED PROFESSIONAL ENGINEER

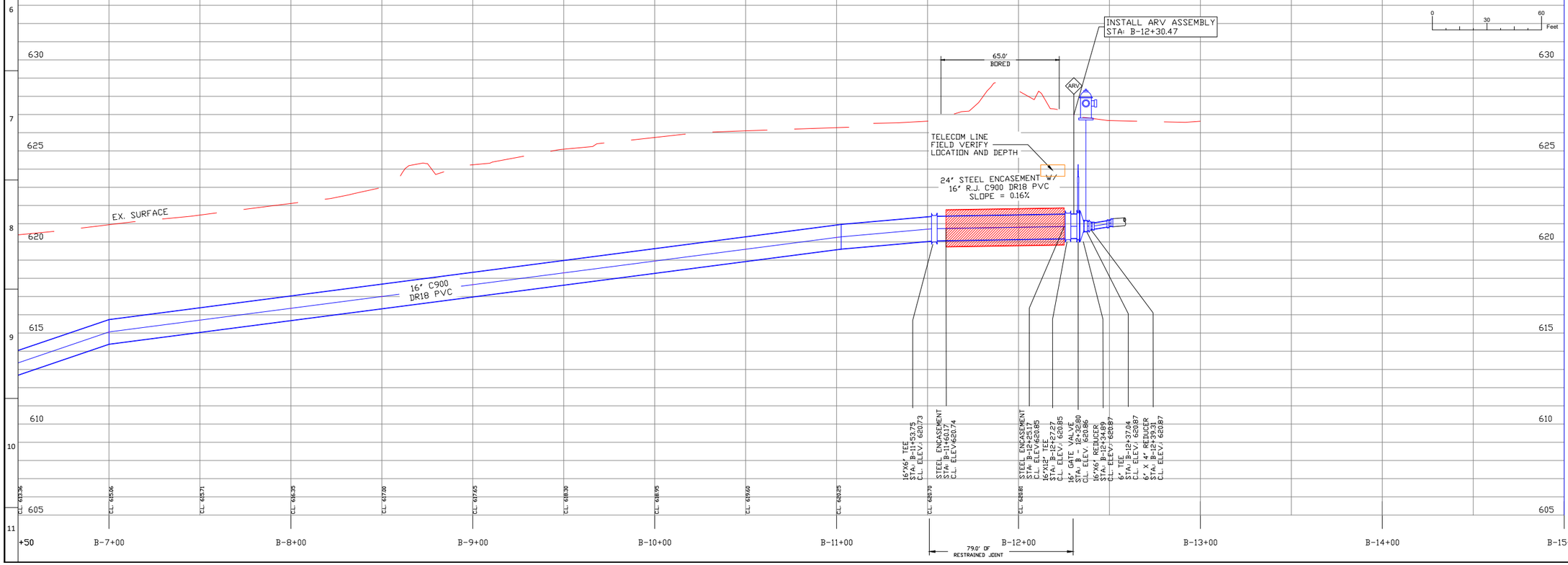
APPROVED:

DATE:
08/16/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 20





REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "B"; STA. B-6+50 TO B-13+00

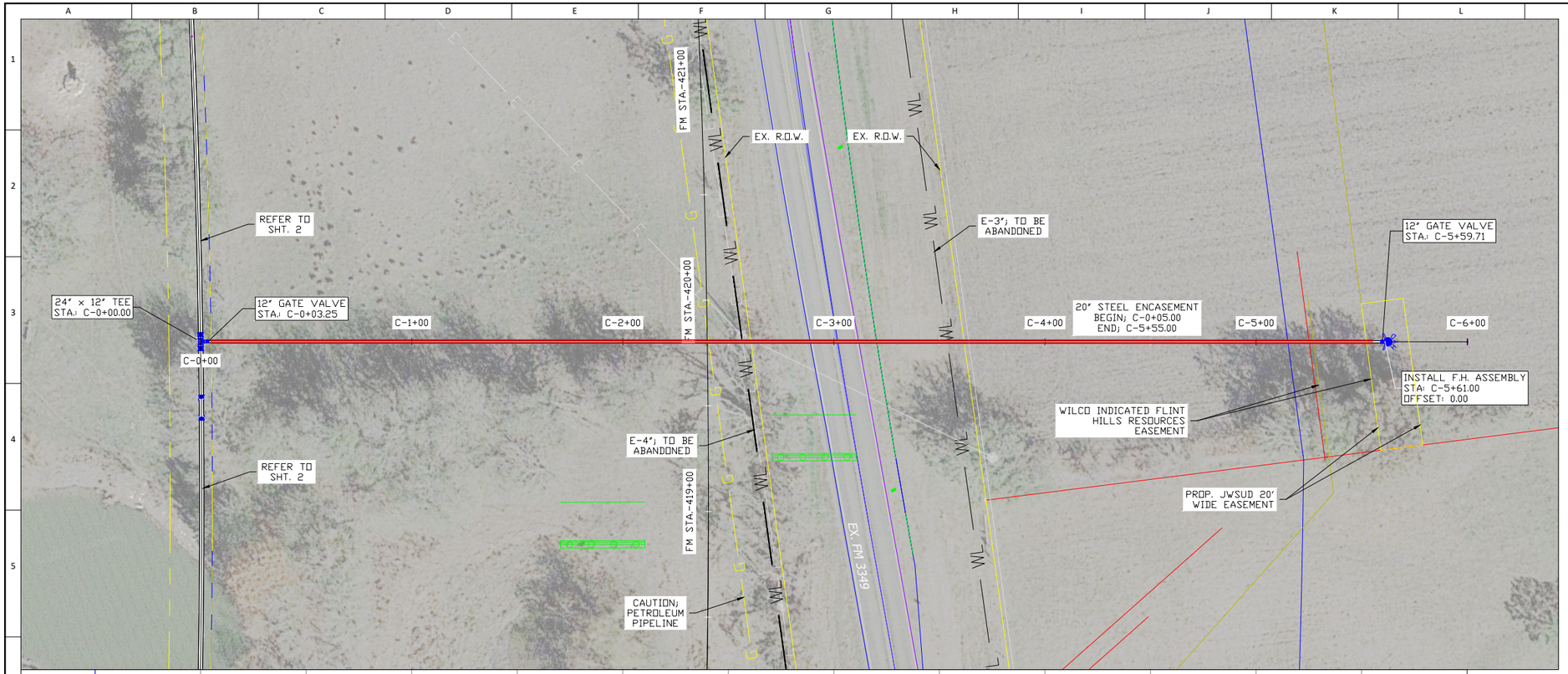
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DRAWN: MWW
CKD: MWW
SEAL:

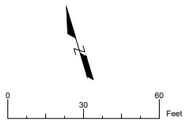
APPROVED:

DATE: 11/16/21

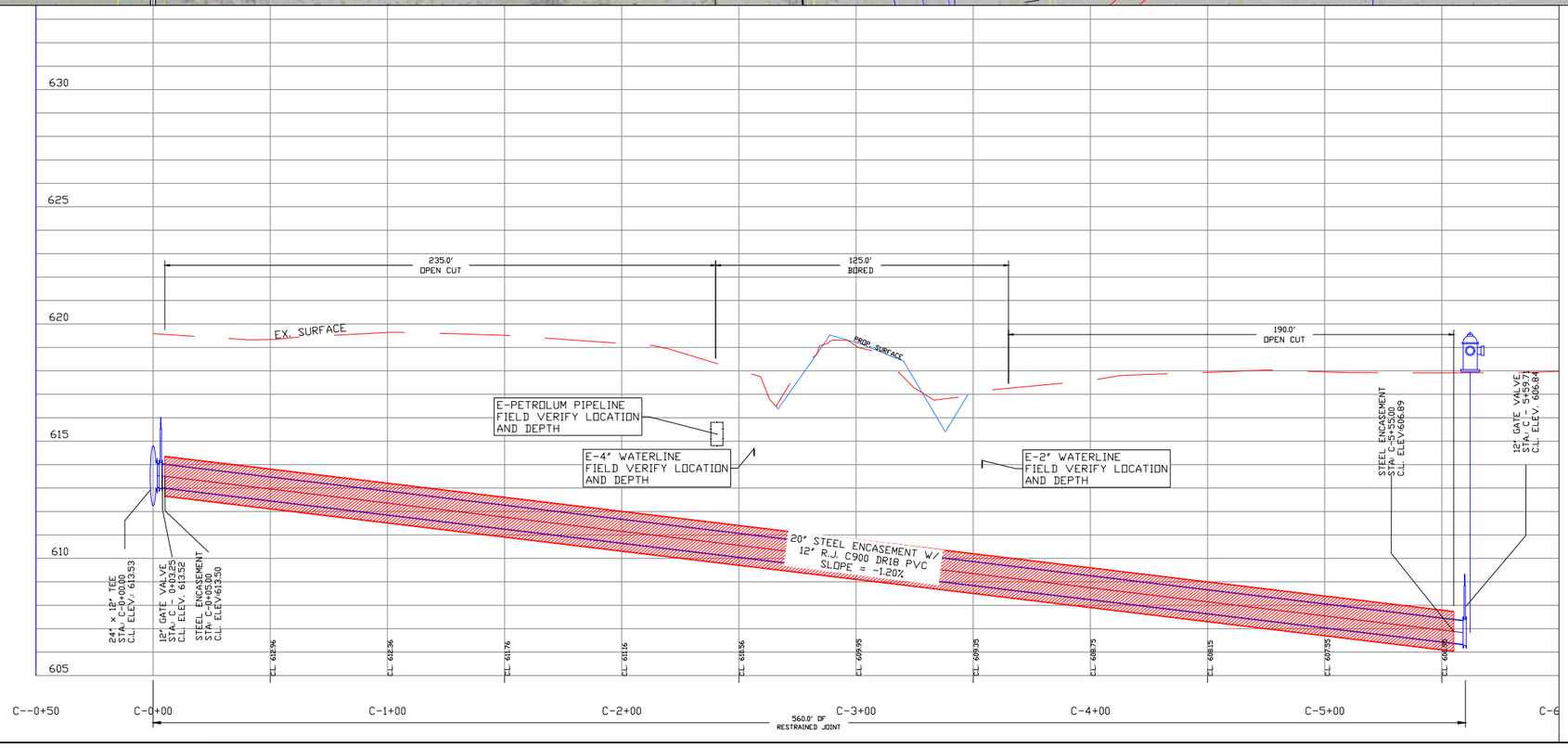
AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 21





NOTE:
- CONTRACTOR SHALL BE AWARE THAT THE EASEMENT FOR THE F.H. ASSEMBLY TO BE PLACED AT STA. C-5+61 IS BEING FINALIZED AND NOT YET IN PLACE.



REVISION DESCRIPTION	DATE	BY	CKD
16"x12" TEE TO 24"x12" TEE	8.16.22	JMS	MWW
C.L. ELEVATION ADJUSTMENTS	8.16.22	JMS	MWW

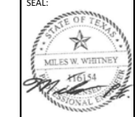
JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "C"; STA. C-0+00 TO C-6+00

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

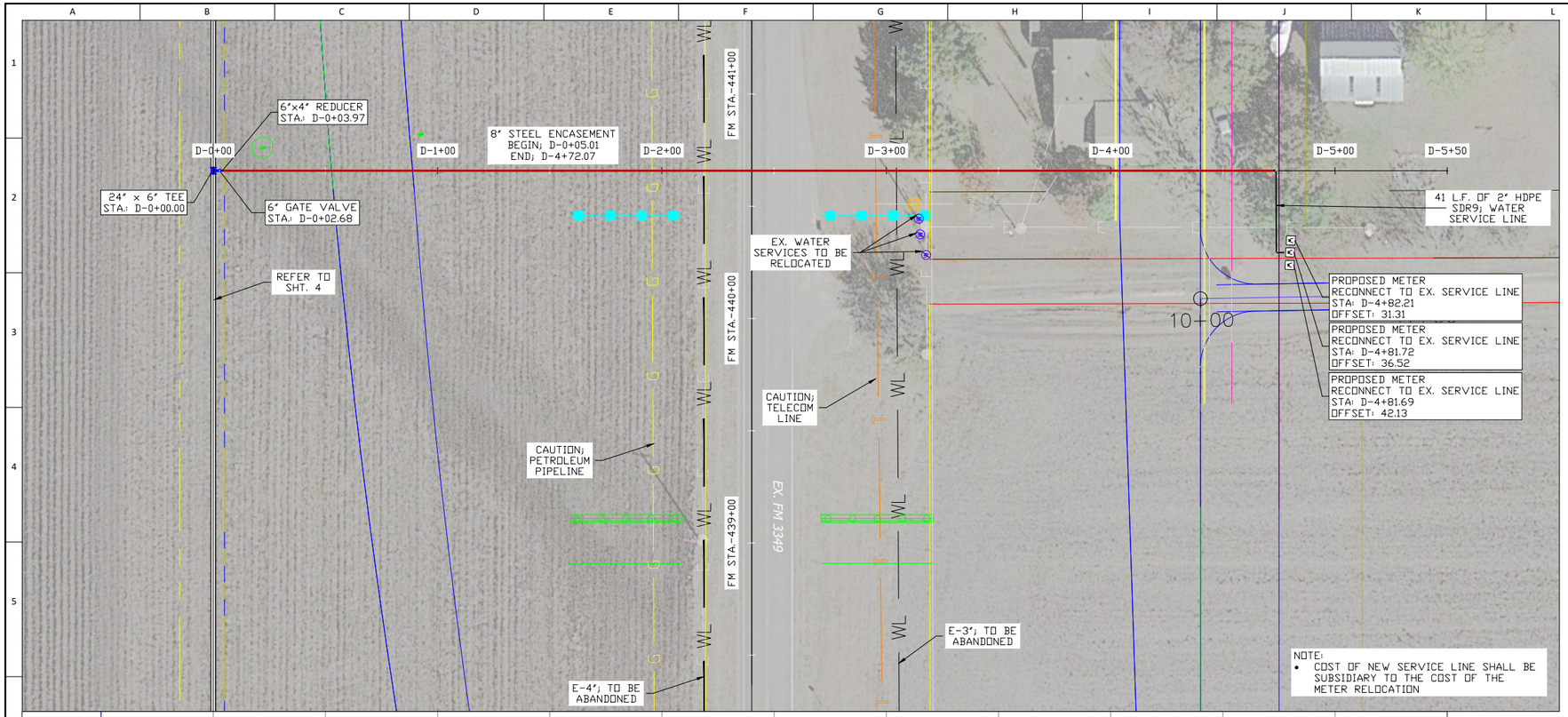


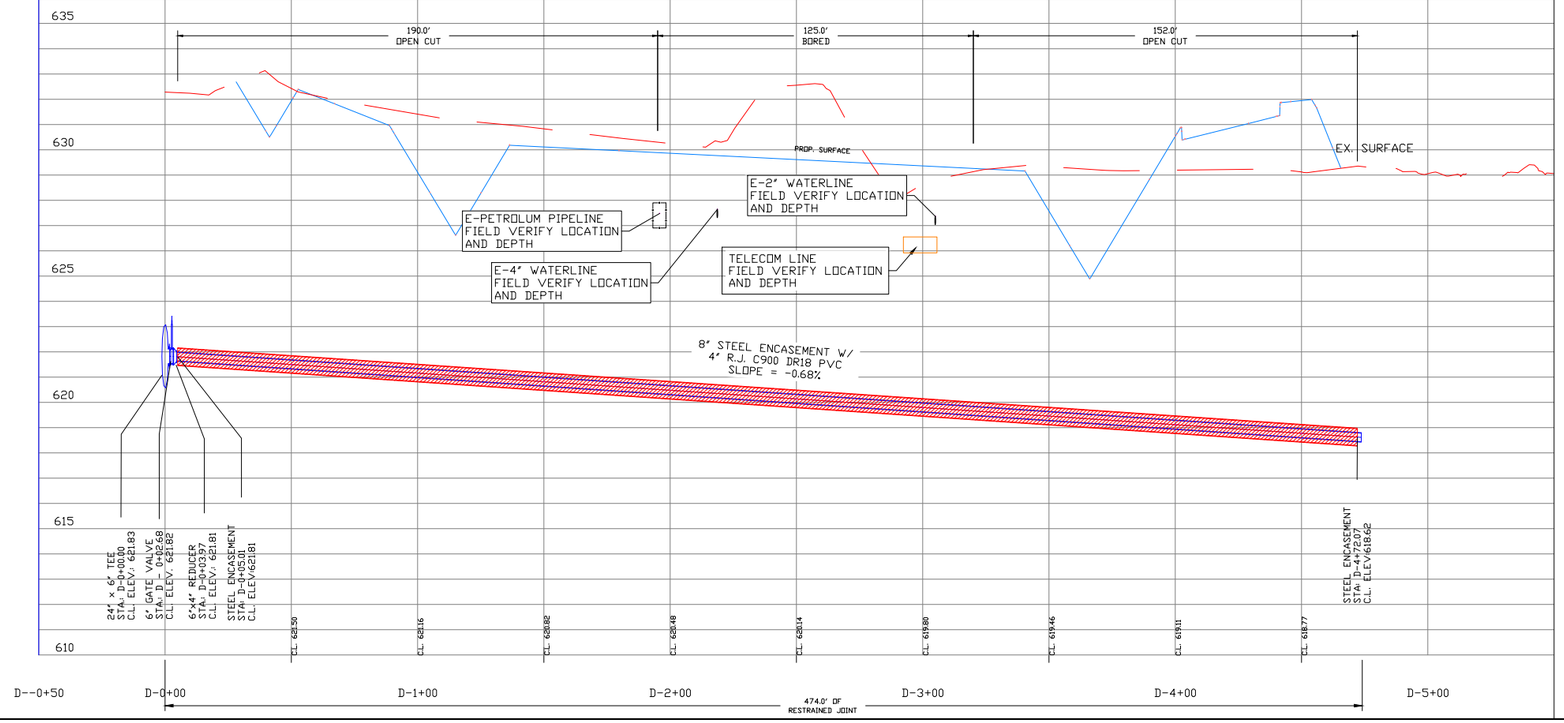
APPROVED:

DATE: 08/16/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH: 254-744-3439

SHEET 22





REVISION DESCRIPTION	DATE	BY	CKD
C.L. ELEVATION ADJUSTMENTS	8.16.22	JMS	MWW

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "D"; STA. D-0+00 TO D-5+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

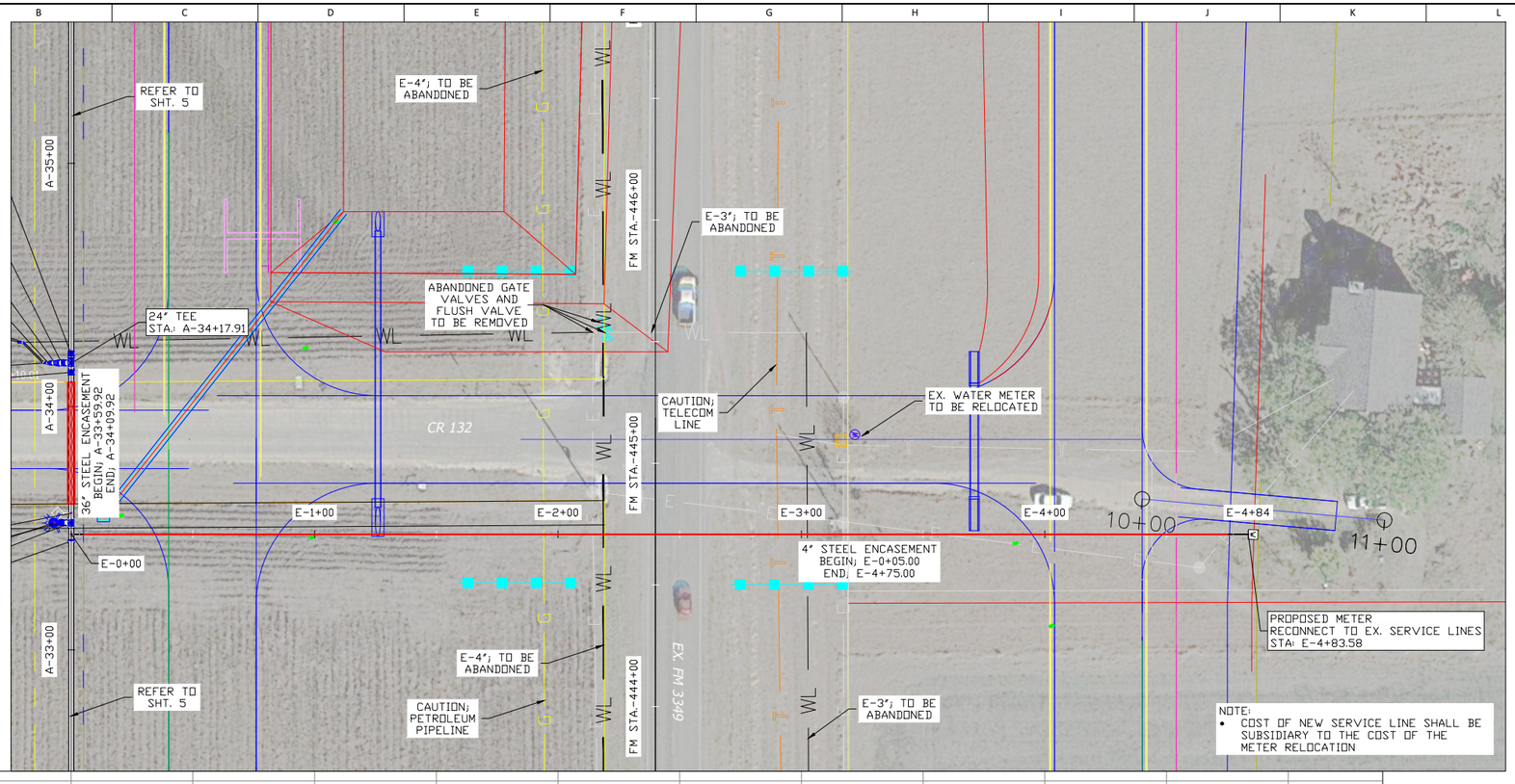
STATE OF TEXAS
MILES W. WHITNEY
118134
REGISTERED
PROFESSIONAL ENGINEER

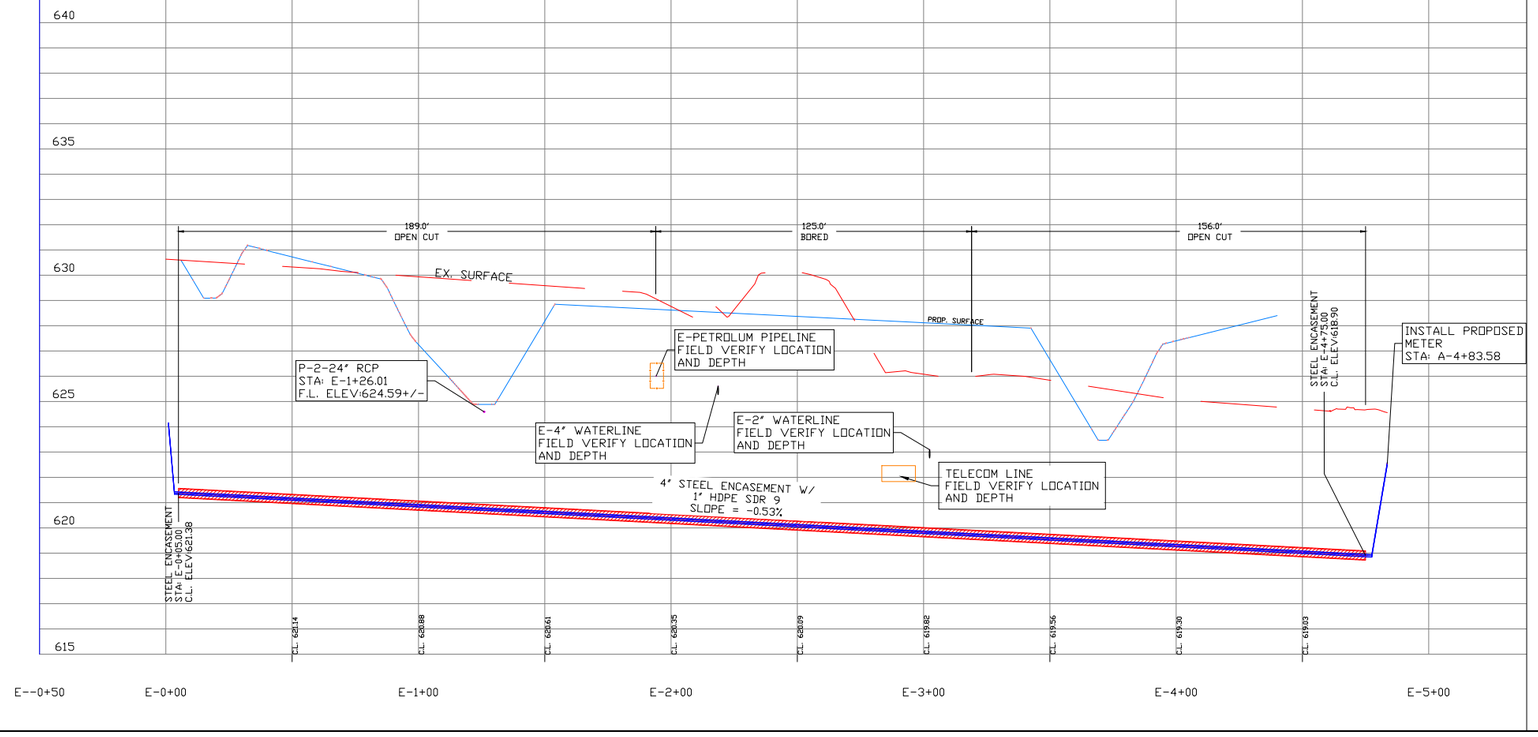
APPROVED:

DATE:
08/16/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH: 254-744-3439

SHEET 23





N

0 30 60 Feet

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "E"; STA. E-0+00 TO E-4+84

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

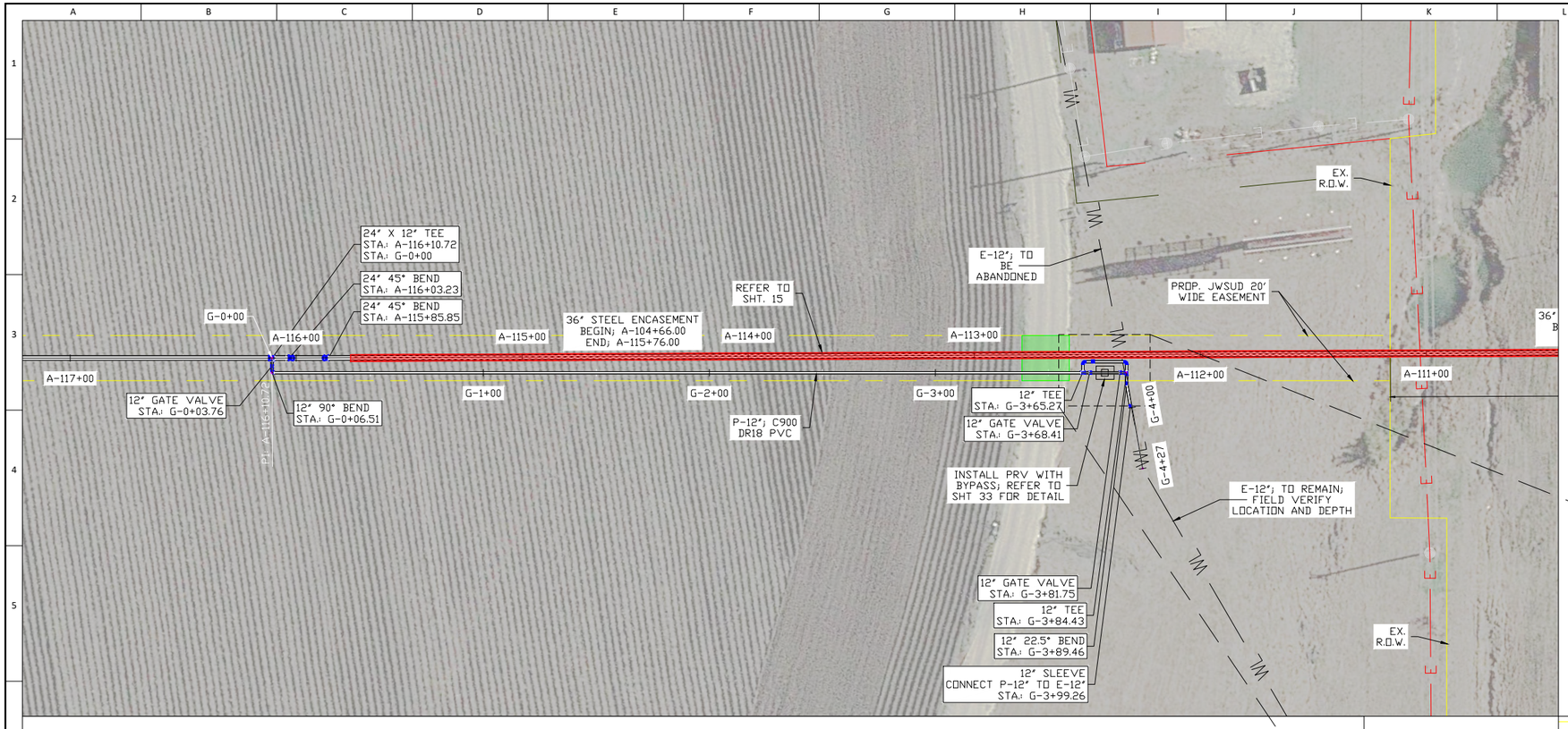
STATE OF TEXAS · MILES W. WHITNEY · 119144 · LICENSED PROFESSIONAL ENGINEER

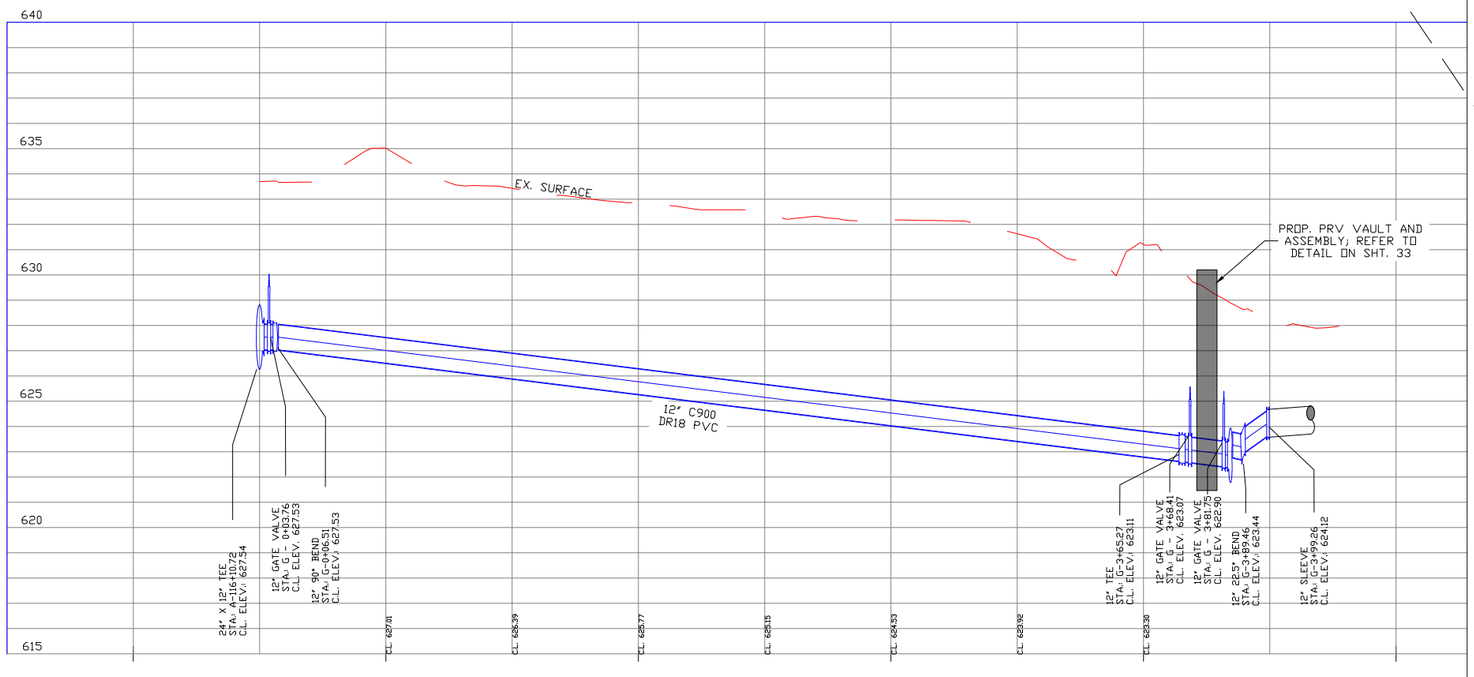
APPROVED:

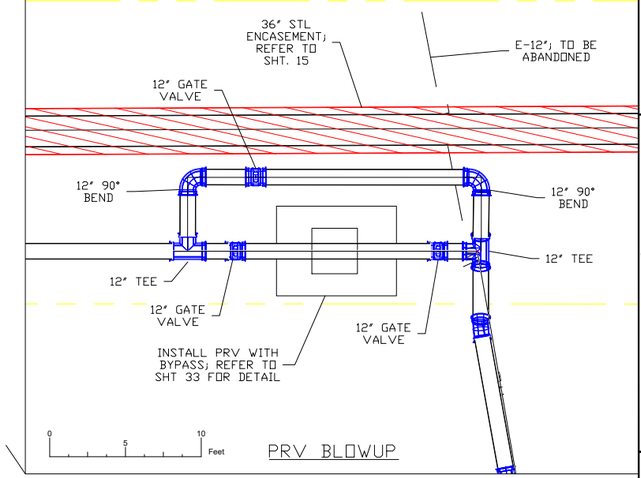
DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 24







PRV BLOWUP

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "G"; STA. G-0+00 TO G-4+27

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

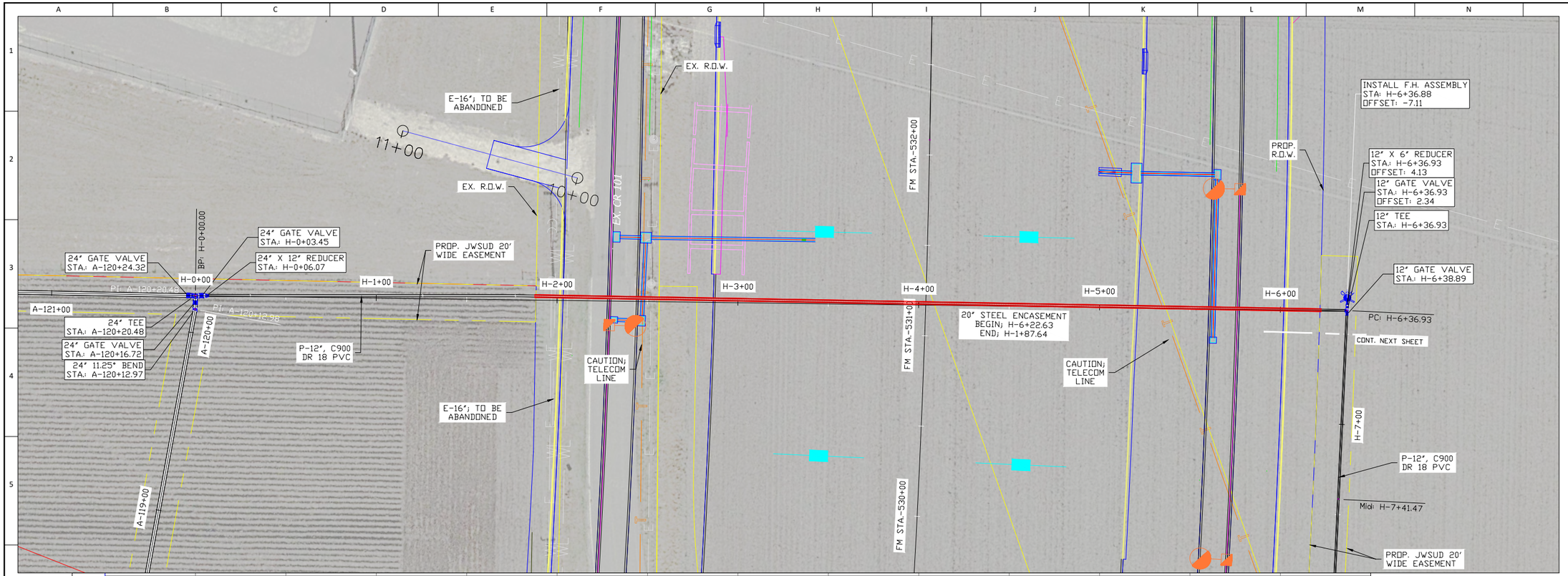
STATE OF TEXAS
MILES W. WHITNEY
117644
LICENSED
PROFESSIONAL
ENGINEER

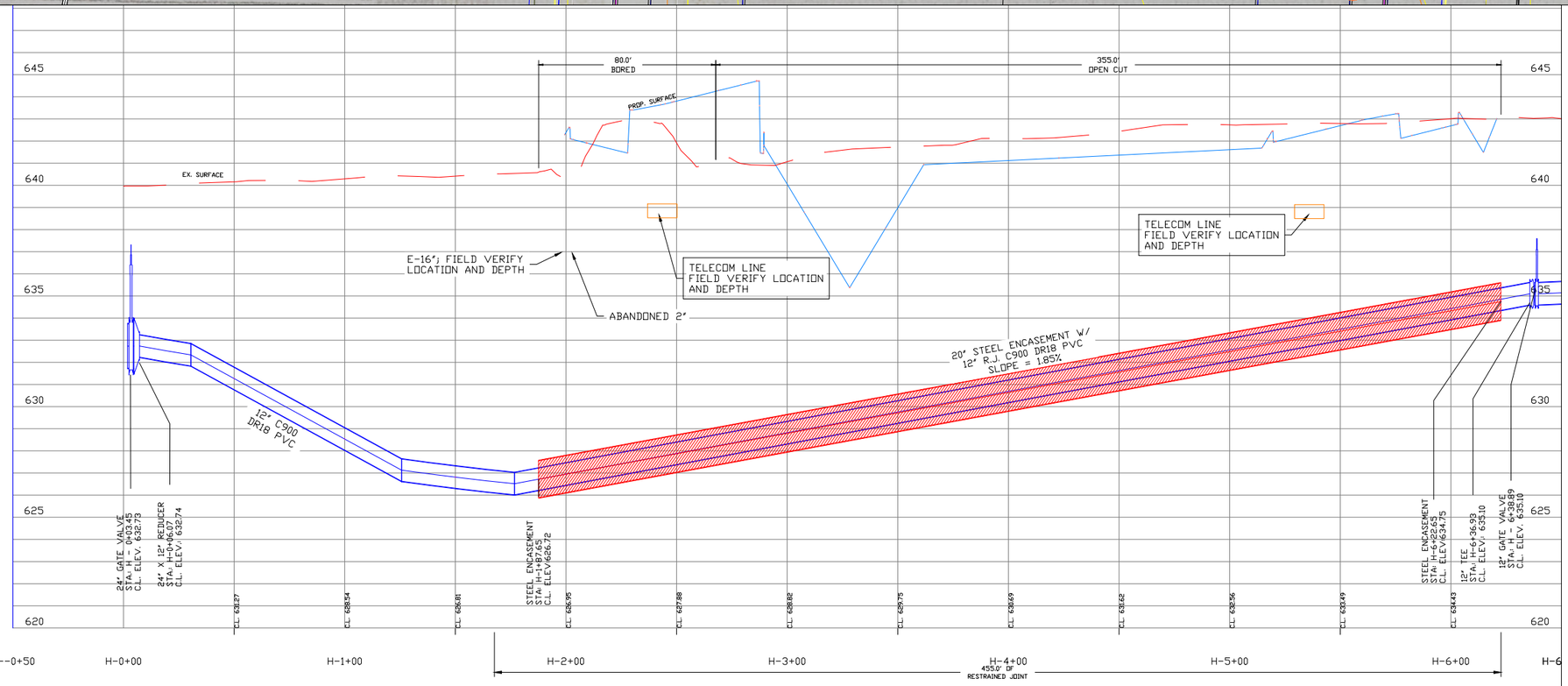
APPROVED:

DATE:
11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 25





REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "H"; STA. H-0+00 TO H-6+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

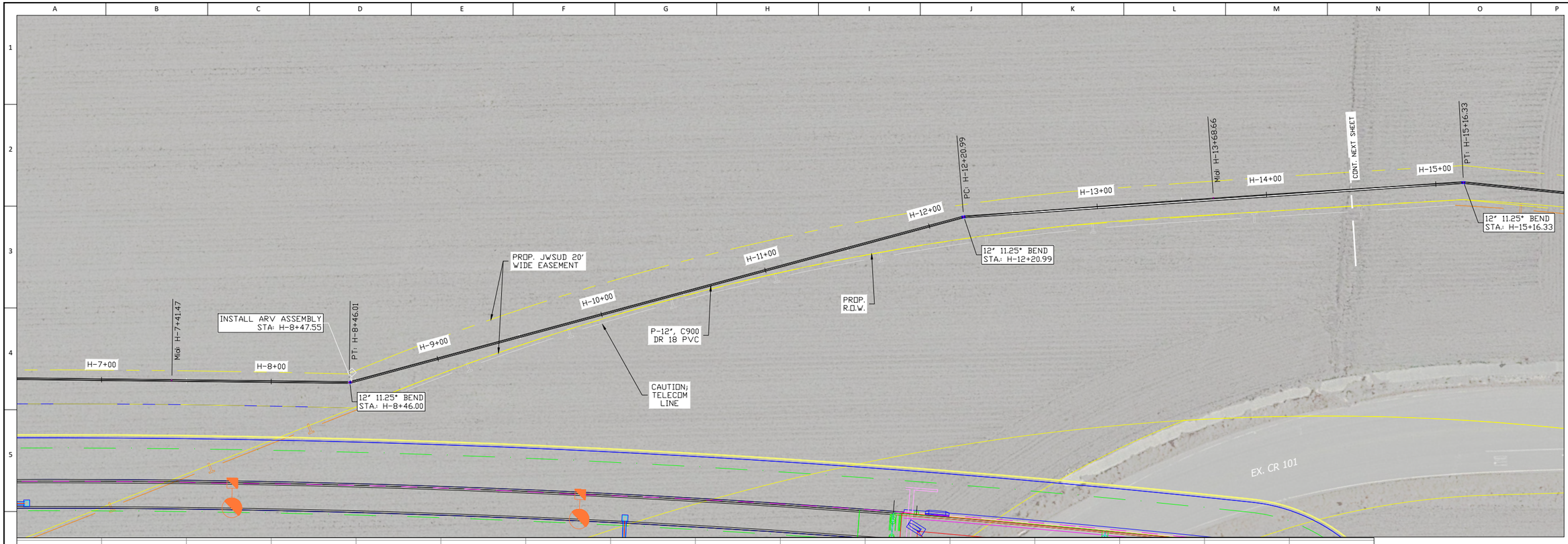
STATE OF TEXAS
MILES W. WITTNEY
87544
PROFESSIONAL ENGINEER

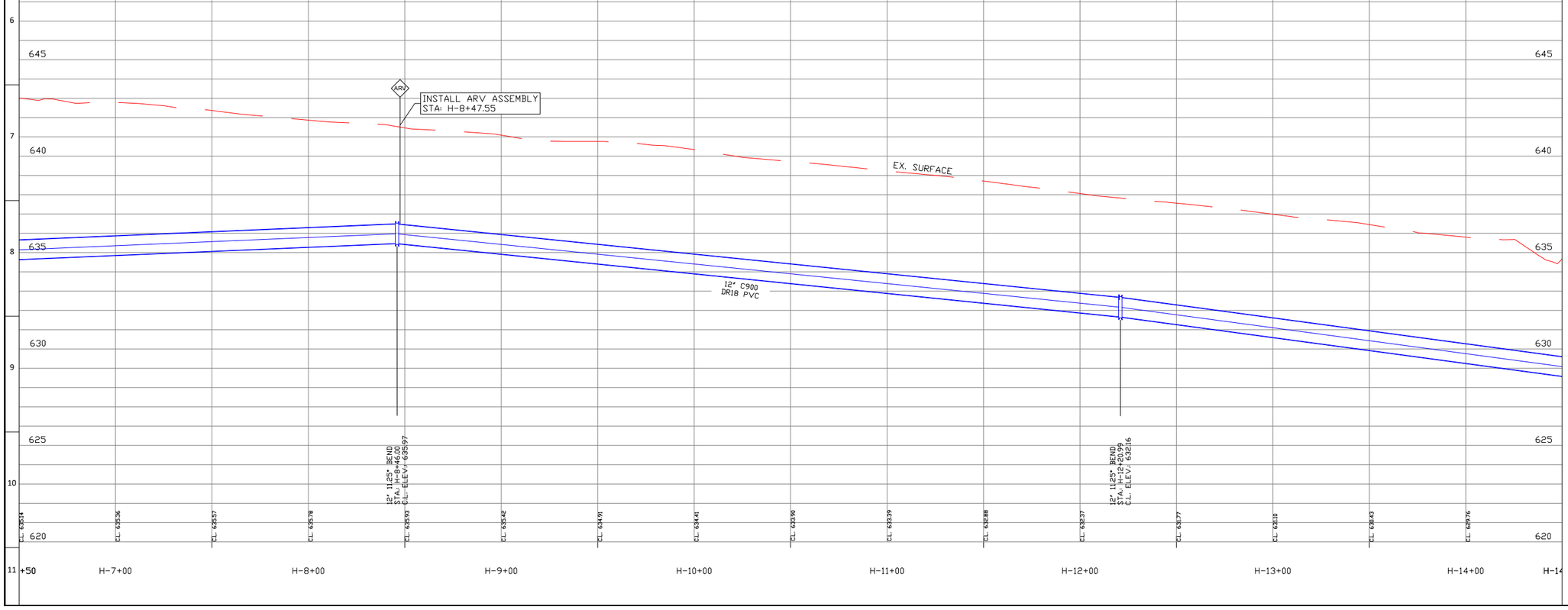
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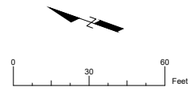
DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 26







REVISION DESCRIPTION	DATE	BY	CKD

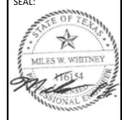
JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "H"; STA. H-6+50 TO H-14+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

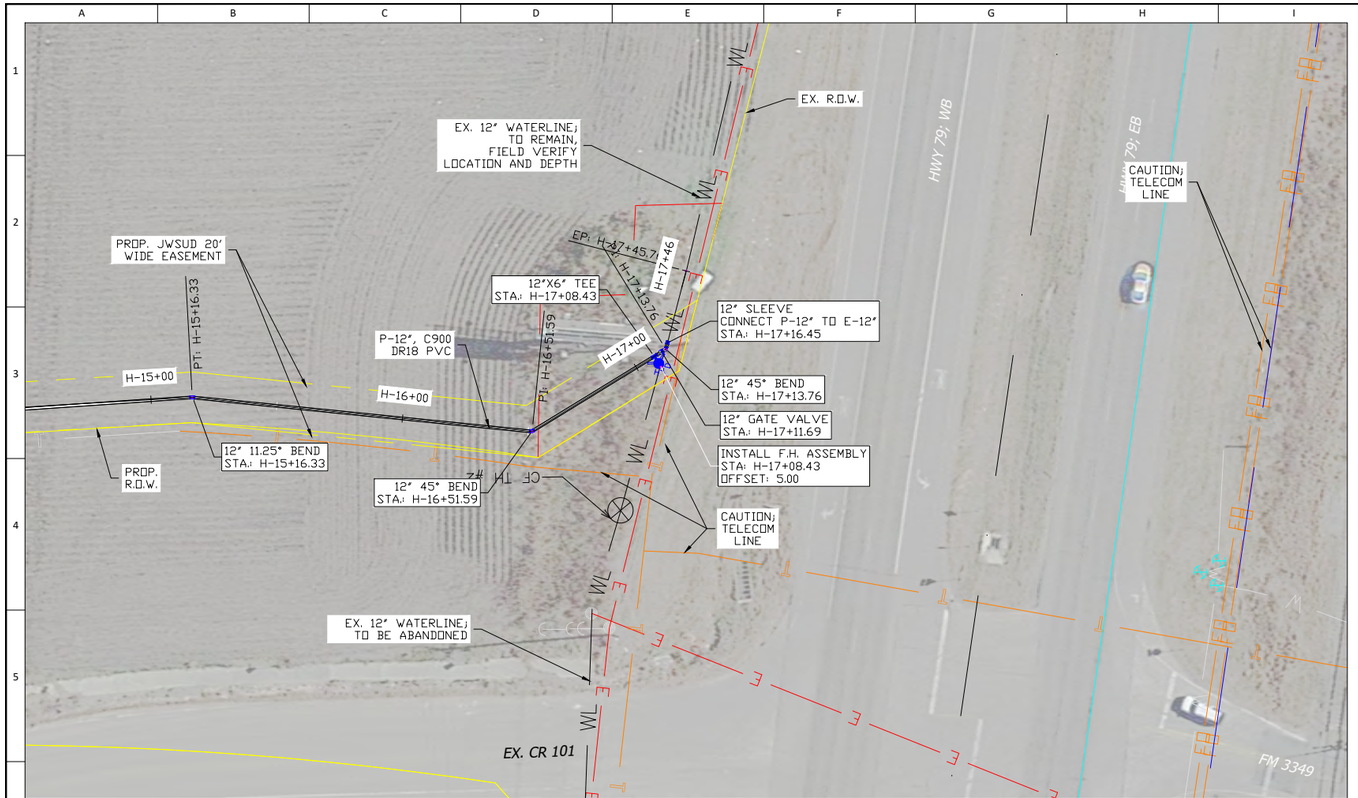


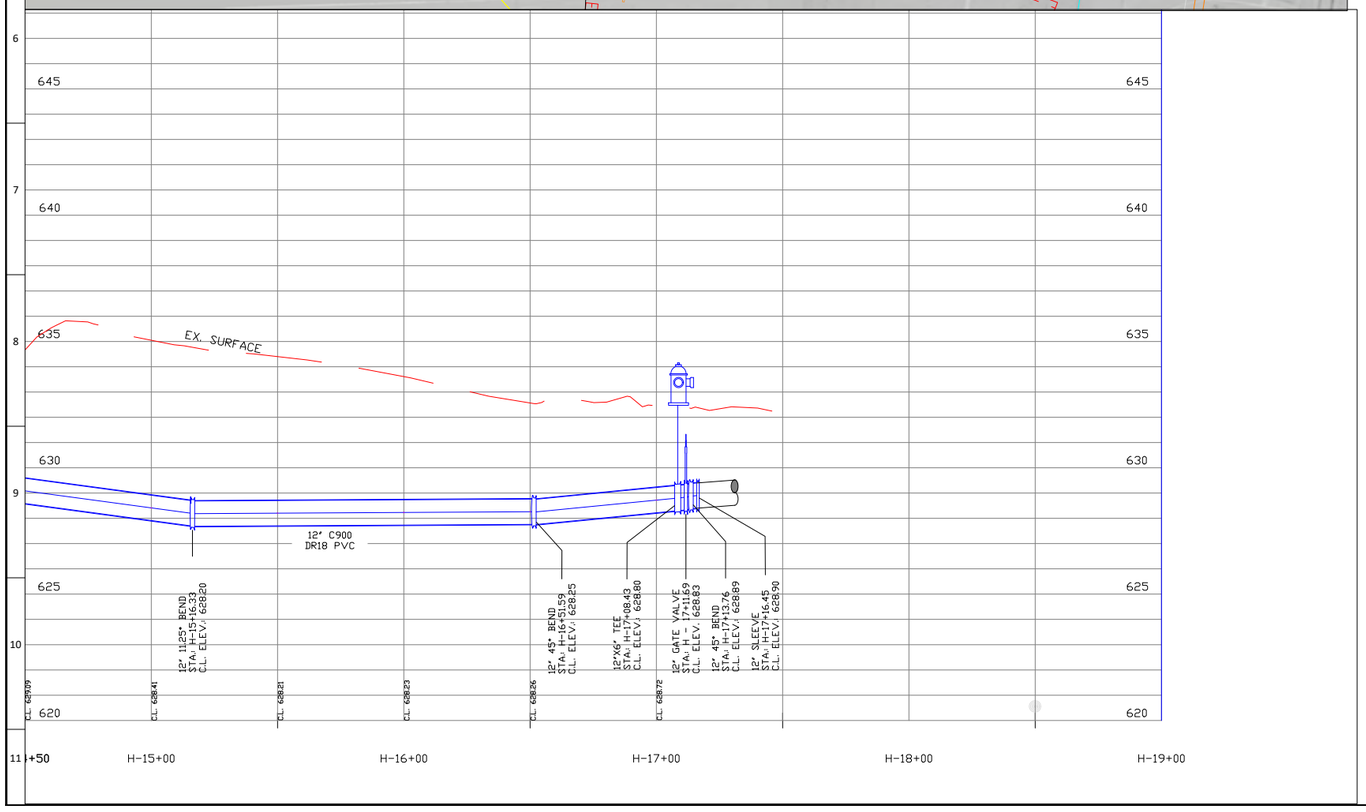
APPROVED:

DATE:
11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 27





REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "H"; STA. H-14+50 TO H-17+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

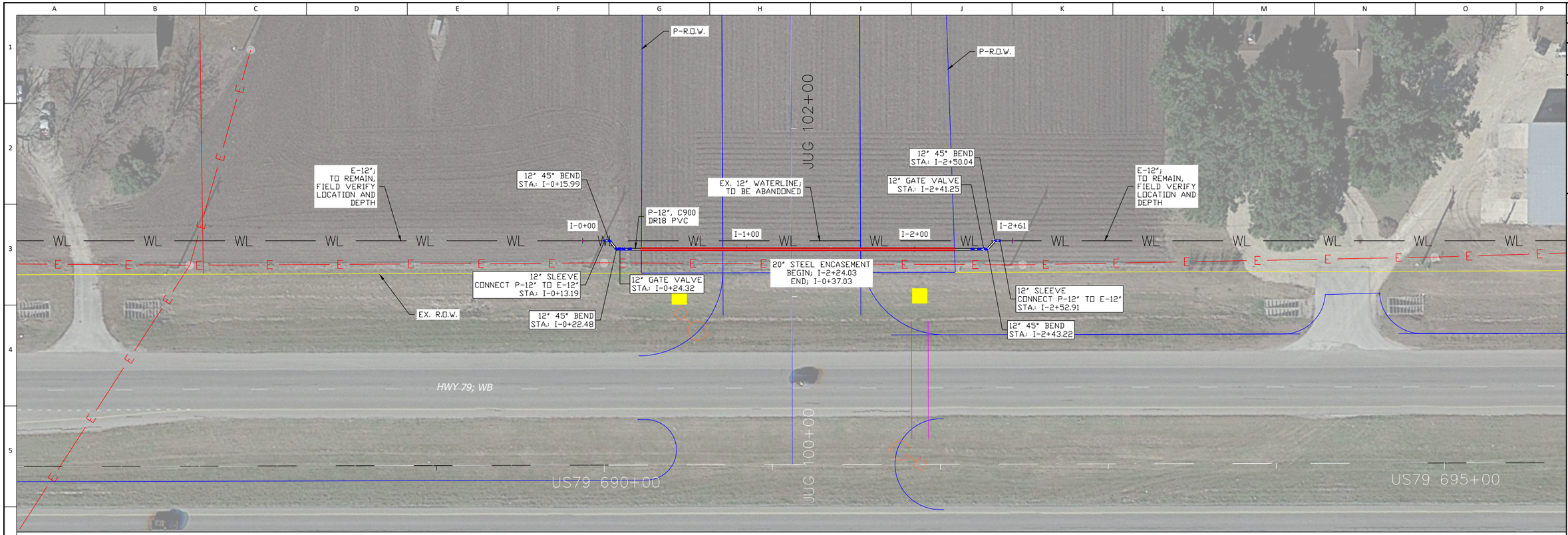
STATE OF TEXAS · MILES W. WHITNEY · 119144 · LICENSED PROFESSIONAL ENGINEER

APPROVED:

DATE: 11/16/21

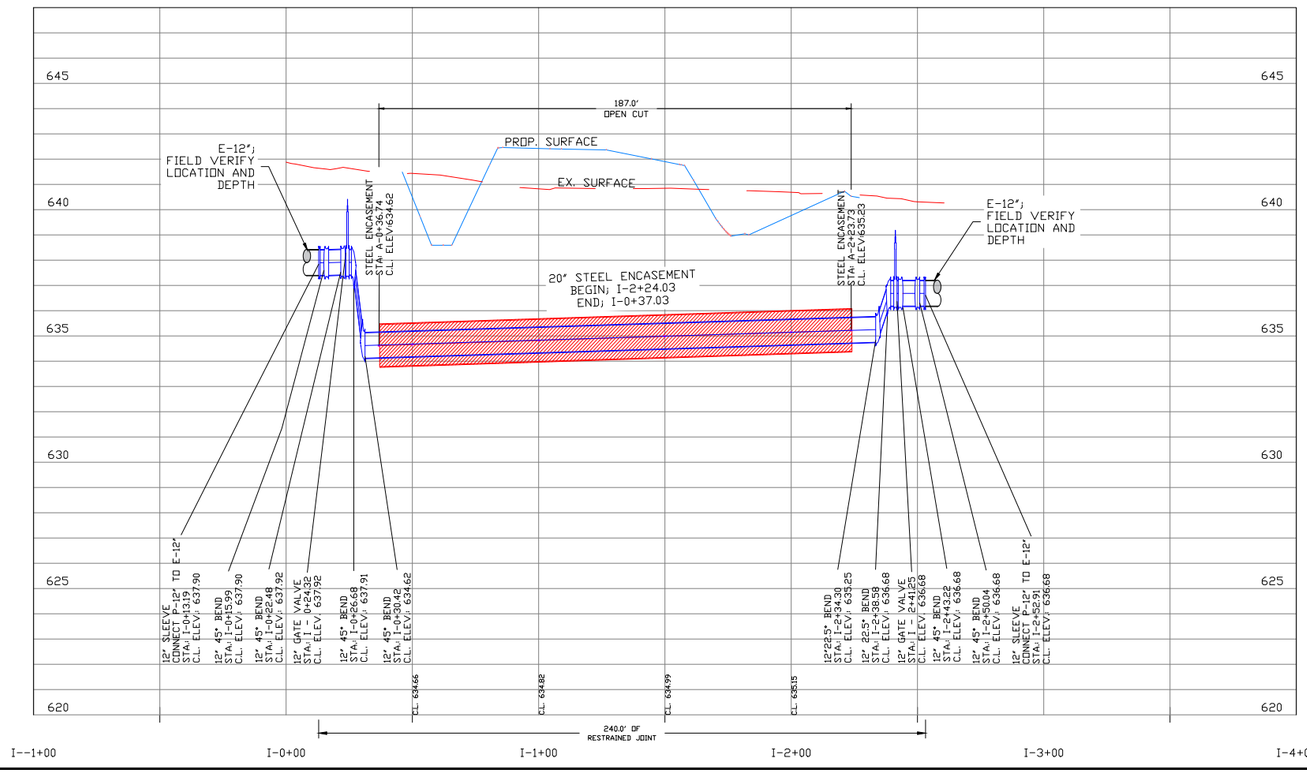
AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
PH. 254-744-3439

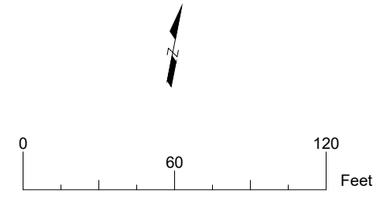
SHEET 28



NOTE:

- IT IS THE INTENT TO UTILIZE JWSUD'S EXISTING EASEMENT FOR THIS ADJUSTMENT





REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "I"; STA. I-00+00 TO I-02+50

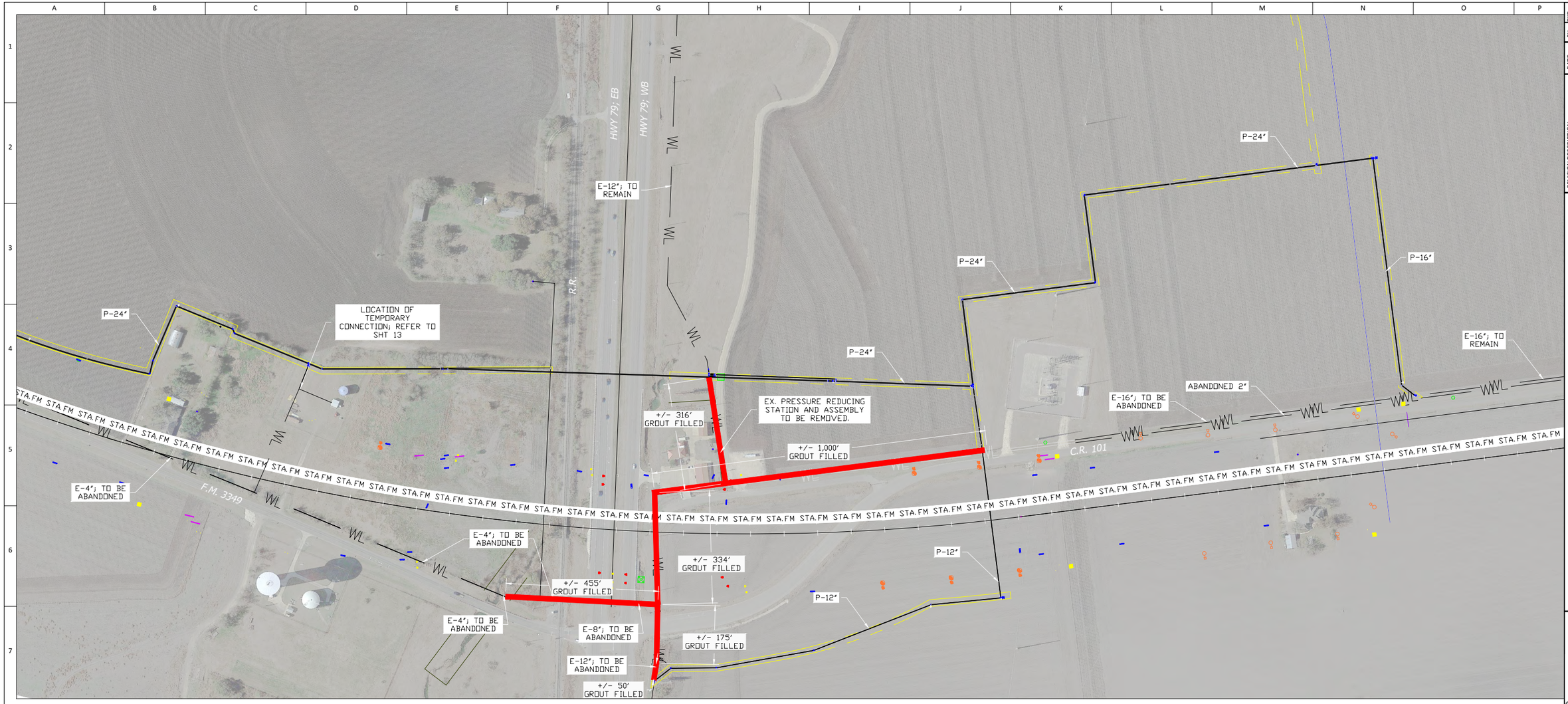
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DRAWN: MWW
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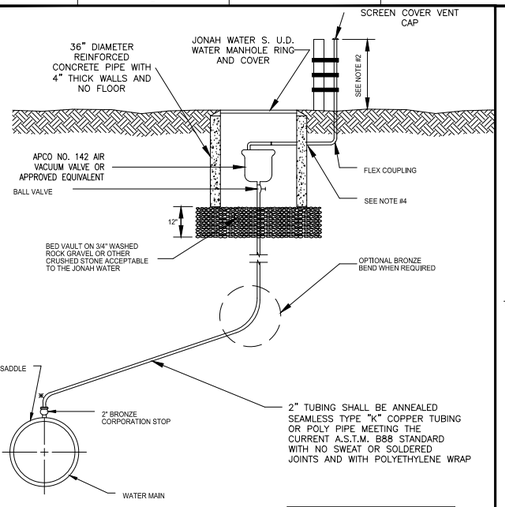
APPROVED:

DATE: 7/12/22

AYOTE CONSULTING, LLC
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P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 28.1


HWY 79; EB
HWY 79; WB
R.R.
C.R. 101
F.M. 3349
E-12"; TO REMAIN
LOCATION OF TEMPORARY CONNECTION; REFER TO SHT 13
P-24"
P-16"
E-16"; TO REMAIN
E-16"; TO BE ABANDONED
ABANDONED 2"
EX. PRESSURE REDUCING STATION AND ASSEMBLY TO BE REMOVED.
+/- 316' GROUT FILLED
+/- 1,000' GROUT FILLED
+/- 334' GROUT FILLED
+/- 455' GROUT FILLED
+/- 175' GROUT FILLED
+/- 50' GROUT FILLED
E-4"; TO BE ABANDONED
E-8"; TO BE ABANDONED
E-12"; TO BE ABANDONED
P-12"
STA.FM STA.FM STA.FM



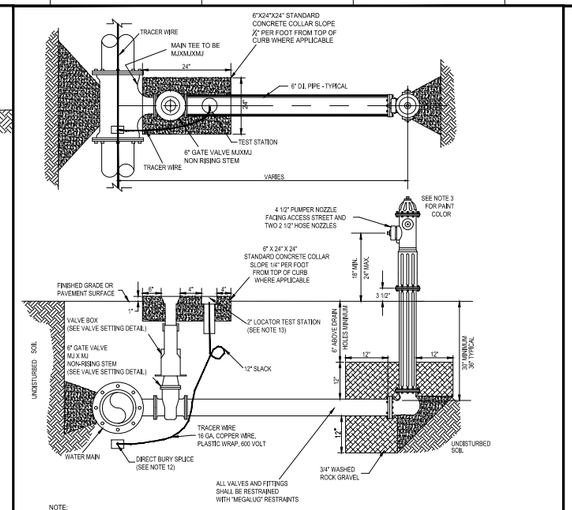
* THREAD TO COMPRESSION BRASS ELBOW ALLOWED IF NECESSARY DUE TO DEPTH LIMITATIONS.

GALVANIZED IRON PIPE	
AIR VALVE	BALL VALVE
1"	1"
2"	2"

NOTES:

1. AIR RELEASE VALVE VAULT FOR USE IN NON-PAVEMENT AREAS.
2. EXTERIOR SURFACES OF EXPOSED AIR VENT PIPE AND STEEL SUPPORT PIPE SHALL BE CLEANED, PREPPED, PRIMED AND PAINTED WITH RUST-OLEUM SAFETY BLUE ACRYLIC #5225402 PAINT, OR APPROVED EQUAL.
3. THE AIR VENT PIPE SHALL BE 5' MINIMUM IN HEIGHT AND SHALL BE SUPPORTED BY A 4" STEEL PIPE, WHICH IS TO BE SET IN 2500 P.S.I. CONCRETE, FILLED WITH CONCRETE AND SUPPORTED WITH 3 STAINLESS STEEL CLAMPS.
4. CONCRETE VAULT PENETRATION SHALL BE CORE BIT DRILLED. VOID SHALL BE FILLED BY PRESS-SEAL GASKET CORP. PSX RESILIENT CONNECTOR MEETING A.S.T.M. C923, OR APPROVED EQUAL.
5. PIPE SUPPORT TO BE PROVIDED FOR THE AIR RELEASE VALVE.

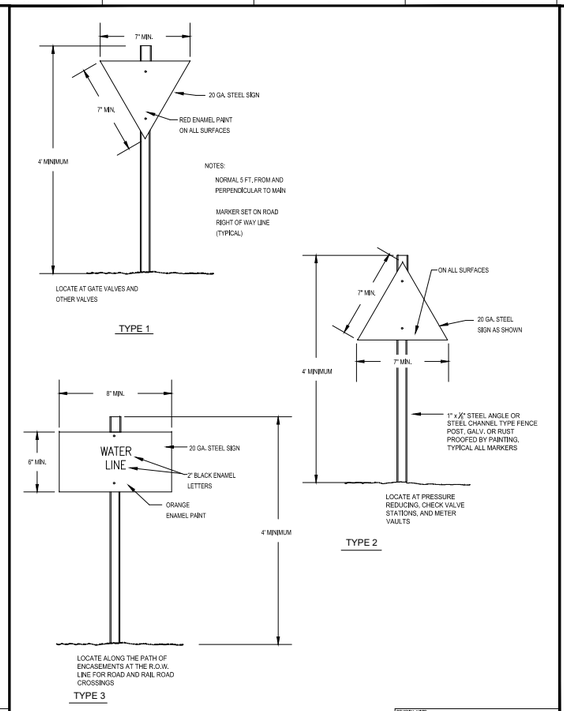
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE:
"MODIFIED" AIR RELEASE VALVE FOR WATER MAIN DETAIL	DRAWING NAME: W08.1
	SCALE: N.T.S. DATE: 1/8/21
	DRAWN BY: APPROVED BY:



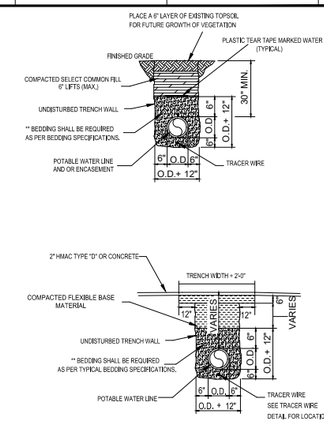
NOTE:

1. FIRE HYDRANT SHALL BE INSTALLED ON SAME SIDE OF ROAD AS WATER MAIN.
2. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
3. ALL FIRE HYDRANT EXTERIORS SHALL BE FACTORY PRIMED AND PAINTED RED USING A HIGH GRADE ENAMEL.
4. HEEL AND THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
5. THE ONLY FIRE HYDRANTS ACCEPTABLE ARE:
   5.1. AMERICAN DARLING - B84B
   5.2. CLOW
   5.3. KENNEDY - K81A
   5.4. EAST JORDAN IRON WORKS - 5CD250 HYDRANT
6. DOUBLE BLUE REFLECTOR "HYG-LITES" BRAND, MANUFACTURED BY PAVEMENT MARKERS INC. TO BE INSTALLED AT 1' OFFSET FROM CENTER OF STREET TOWARDS AND PERPENDICULAR TO HYDRANT.
7. TEST STATION SHALL BE HANDLEY INDUSTRIES INC. - 2 INCH CATHODIC TEST STATIONS OR APPROVED EQUAL.
8. THE 15" ABS PLASTIC BOX SHALL BE A FLANGED TOP FOR INSTALLATION AT GROUND LEVEL.
9. ALL TERMINALS ARE TO BE MADE OF SOLID BRASS.
10. PLASTIC LIDS SHALL BE COLOR BLUE AND MARKED "WATER".
11. TEST TERMINALS ARE TO BE INCORPORATED WITH HANDLEY VALVE BOXES.
12. BURY SPLICE SHALL BE 3M DIRECT BURY SPLICE (DBR) OR APPROVED EQUAL.
13. TEST STATIONS SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION, AND LINE GATE VALVES. ONLY ONE TEST STATION IS REQUIRED AT A VALVE CLUSTER OF TWO OR MORE.
14. HYDRANT SHALL BE GREASED WITH FOOD GRADE APPROVED LUBRICANT.
15. WHERE NECESSARY, SIMVEL-LOCK PIPING CAN BE USED BETWEEN TEE AND VALVE, OR VALVE AND HYDRANT.

JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE: SEPTEMBER 27, 2017
TYPICAL FIRE HYDRANT, TRACER WIRE, AND TEST STATION DETAIL	DRAWING NAME: W02
	SCALE: N.T.S. DATE: 7-2-13
	DRAWN BY: M.W.W. APPROVED BY: W.E.A.



JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE: APRIL 3, 2014
MARKERS: TYPE 1, 2, & 3	DRAWING NAME: W03
	SCALE: N.T.S. DATE: 7-2-13
	DRAWN BY: APPROVED BY:



NOTES:

1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. FLEXIBLE BASE MATERIAL TYPE B (TYPICAL) SHALL BE PLACED IN MULTIPLE LIFTS NOT TO EXCEED 6", EACH LAYER SHALL BE THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY. VERIFY BASE MATERIAL WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
6. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL IF PERMITTED BY CITY OR COUNTY (SEE APPLICABLE CITY OR COUNTY FLOWABLE BACKFILL SPECIFICATION).

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:

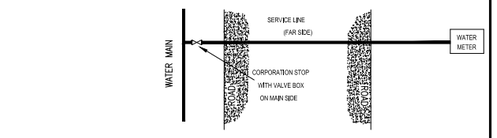
12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 54" MINIMUM COVER

** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-65
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
-	0
5-25	-
80-100	-
96-100	-
-	100

JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE: MARCH 10, 2014
TRENCH & EMBEDMENT DETAIL	DRAWING NAME: W04
	SCALE: N.T.S. DATE: 7-2-13
	DRAWN BY: M.W.W. APPROVED BY: W.E.A.

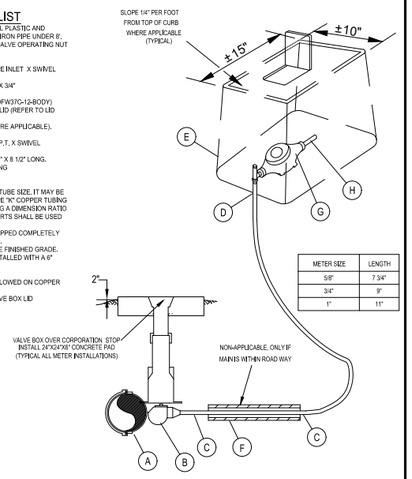


MATERIALS LIST

A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 8".
B. 1" CORPORATION STOP W/ GATE VALVE OPERATING NUT – SERVICE PIPE OUTLET.
C. 1" SERVICE PIPE.
D. ANGLE METER STOP, SERVICE PIPE INLET X SWIVEL COUPLING NUT OUTLET:
   D.A. FOR 5/8" AND 3/4" METERS 1" X 3/4"
   D.B. FOR 1" METERS 1" X 1"
E. DFW PLASTICS, INC METER BOX (DFW37C-12-BODY) WITH DFW PLASTICS, INC. METER LID (REFER TO LID DETAIL W16)
F. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE),
G. WATER METER
H. WATER METER COUPLING MALE I.P.T. X SWIVEL COUPLING
   H.A. FOR 5/8" AND 3/4" METERS 3/4" X 8 1/2" LONG.
   H.B. FOR 1" METERS 1" X 8 1/2" LONG

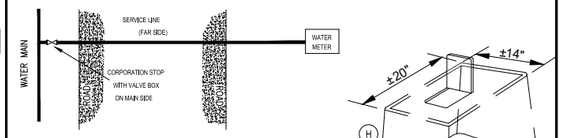
NOTES:

1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MILL. POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
5. BRASS SHALL ONLY BE FORD.
6. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID



METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"
1"	11"

JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE: 3/17/2020
STANDARD INSTALLATION DETAIL FOR ONE ¾", 1", OR 1" METERS	DRAWING NAME: W05
	SCALE: N.T.S. DATE: 7-2-13
	DRAWN BY: M.W.W. APPROVED BY: W.E.A.



MATERIALS LIST

A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 8".
B. 1 1/2" CORPORATION STOP W/ GATE VALVE OPERATING NUT – SERVICE PIPE OUTLET 1" SERVICE PIPE.
C. 1 1/2" SERVICE PIPE
D. BRANCH CONNECTION 1 1/2" SERVICE PIPE INLET AND 2 3/4" MALE I.P.T. OUTLETS 7 1/2" O.D.
E. 3/4" ANGLE METER STOP, FEMALE I.P.T. INLET AND SWIVEL COUPLING NUT OUTLET.
F. DFW PLASTICS, INC METER BOX (DFW37C-12-BODY) WITH DFW PLASTICS, INC. METER LID (REFER TO LID DETAIL W16)
G. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE),
H. WATER METER
I. WATER METER COUPLING 3/4" X 8 1/2" MALE I.P.T. X SWIVEL COUPLING NUT.

NOTES:

1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MILL. POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. BRACH CONNECTION AND BOTH ANGLE METER STOPS MUST BE INSTALLED PRIOR TO FIRST METER INSTALLATION EVEN THOUGH SECOND PROPERTY MAY NOT BE READY FOR SERVICE.
5. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
6. BRASS SHALL ONLY BE FORD.
7. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID

METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"

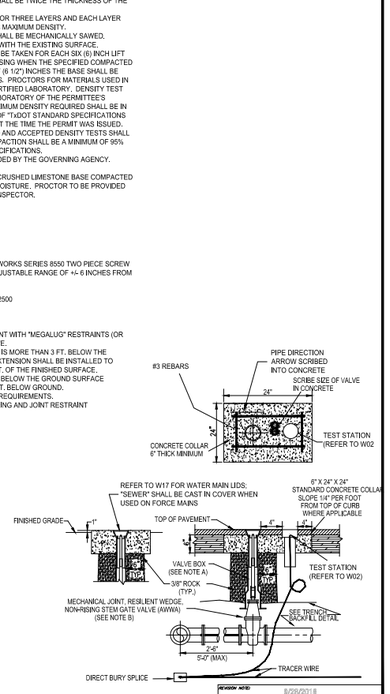
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE: 3/17/2020
STANDARD INSTALLATION DETAIL FOR TWO ¾" OR ¾" METERS	DRAWING NAME: W06
	SCALE: N.T.S. DATE: 7-2-13
	DRAWN BY: M.W.W. APPROVED BY: W.E.A.

NOTES:

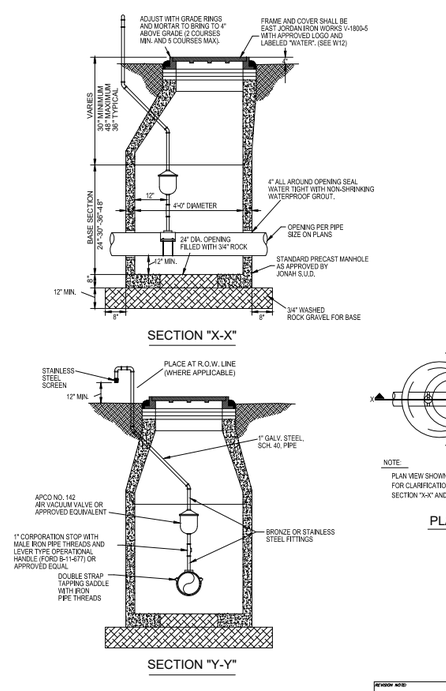
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 95% MAXIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
4. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6 1/2") INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TEST SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OF THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "TXDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO JWSUD. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER AASHTO T-180 SPECIFICATIONS.
6. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
7. SELECT MATERIAL TYPE II
   7.1. TxDOT TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 98% OF ASTM D-698 AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE S.U.D. INSPECTOR.

NOTES:

A. VALVE BOX SHALL BE EAST JORDAN IRON WORKS SERIES 8550 TWO PIECE SCREW TYPE OR APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF +/- 6 INCHES FROM INSTALLED FINISH GRADE.
B. 2. ACCEPTABLE GATE VALVES ARE:
   B.1. AMERICAN FLOW CONTROL - SERIES 2500
   B.2. MUELLER - 2360 SERIES
   B.3. EAST JORDAN IRONWORKS
   B.4. CLOW
C. FOR IN LINE VALVES, USE MECHANICAL JOINT WITH "MEGALUG" RESTRAINTS (OR APPROVED EQUAL) ON EACH SIDE OF VALVE.
D. IF THE TOP OF THE VALVE OPERATING NUT IS MORE THAN 3 FT. BELOW THE FINISHED SURFACE, A OPERATING STEM EXTENSION SHALL BE INSTALLED TO BRING THE OPERATING NUT TO WITHIN 3 FT. OF THE FINISHED SURFACE.
E. VALVE OPERATING NUTS MORE THAN 3 FT. BELOW THE GROUND SURFACE ELEVATION SHALL BE EXTENDED TO BE 2 FT. BELOW GROUND.
F. REFER TO DETAIL W02 FOR TEST STATION REQUIREMENTS.
G. REFER TO DETAIL W09 FOR THRUST BLOCKING AND JOINT RESTRAINT REQUIREMENTS.



JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE: 6/25/2018
TYPICAL VALVE SETTING	DRAWING NAME: W07
	SCALE: N.T.S. DATE: 7-2-13
	DRAWN BY: M.W.W. APPROVED BY: W.E.A.



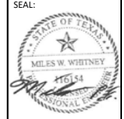
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE: 3/8/18
STANDARD AIR RELEASE VALVE FOR WATER MAIN DETAIL	DRAWING NAME: W08
	SCALE: N.T.S. DATE: 7-2-13
	DRAWN BY: M.W.W. APPROVED BY: W.E.A.

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
STANDARD DETAILS

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

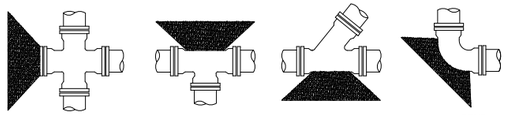


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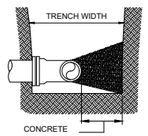
DATE: 11/16/21

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 30



ALL THRUST BLOCKING SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY JWSUD PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY JWSUD PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS, FOR PRESSURE MAINS TWO INCHES (2") AND GREATER. CONCRETE SHALL HAVE 2500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS, AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC, BY COVERING WITH VISQUEEN OR OTHER ACCEPTABLE MATERIAL CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.



TYPICAL SECTION

#5 REBAR MIN. 2 REQUIRED BENT TO FIT AND PAINT WITH 2 COATS OF BITUMINESTIC PAINT BEFORE ASSEMBLY


*DEADMAN

PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	VALUES ARE FOR 90 BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.6 SQ. FT.	24"	53.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

*THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

NOTE:
- ALL 3" AND LARGER ELLS, TEES AND BENDS SHALL BE MJ DUCTILE IRON FITTINGS WITH "MEGALUG" OR APPROVED EQUAL JOINT RESTRAINTS - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED. JOINT RESTRAINTS SHALL ALSO BE USED FOR ANY PIPE LENGTH LESS THAN ONE FULL PIPE JOINT AWAY FROM EACH M.J. FITTING.
- ALL 2-1/2" AND SMALLER CAPS, ELLS, TEES AND 45° BENDS SHALL BE HARCO PUSH-ON DUCTILE IRON FITTINGS WITH KNUCKLE JOINT RESTRAINT OR APPROVED EQUAL - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED.
- OTHER THRUST BLOCKING DIMENSIONS ACCEPTED IF DESIGNED BY LICENSED ENGINEER.

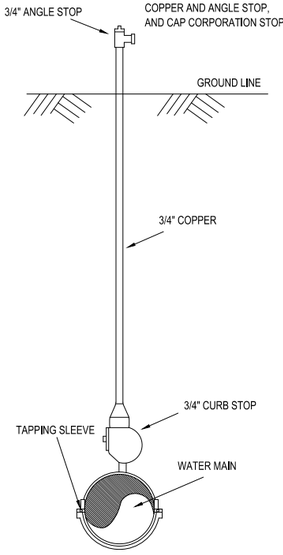
REVISION NOTE: JANUARY 13, 2017

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAINS DETAIL

DRAWING NAME: W09
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

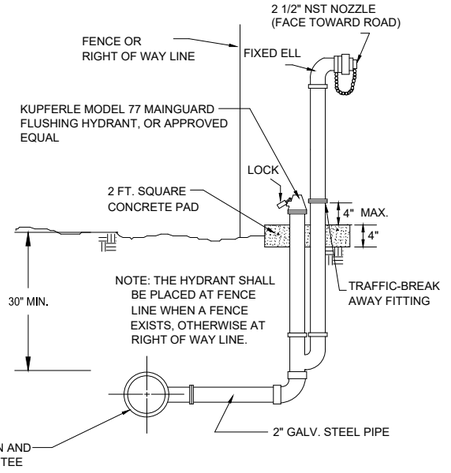
NOTE: AFTER BACTERIOLOGICAL TESTING THE CONTRACTOR SHALL CLOSE CORPORATION STOP, REMOVE COPPER AND ANGLE STOP, AND CAP CORPORATION STOP.



JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TEMPORARY SAMPLING TEST STATION

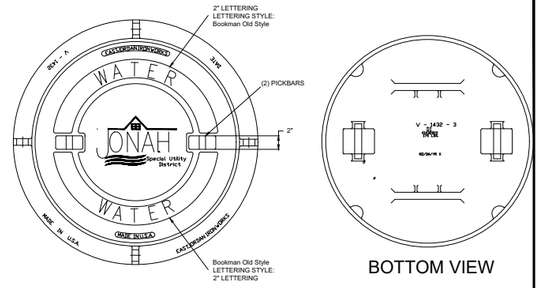
DRAWING NAME: W10
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



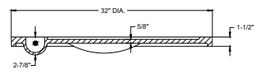
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

FIRE TYPE BLOW OFF HYDRANT

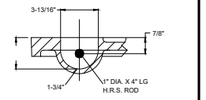
DRAWING NAME: W11
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



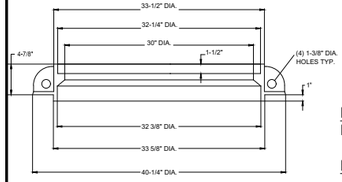
BOTTOM VIEW



COVER SECTION



PICKBAR DETAIL



SECTION

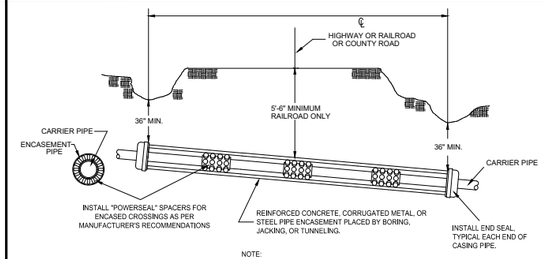
DRAWING PROVIDED BY:
EAST JORDAN IRON WORKS

PRODUCT NUMBER:
41432069A01

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

WATER MANHOLE LID

REVISION NOTE: 6/28/2018
DRAWING NAME: W12
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



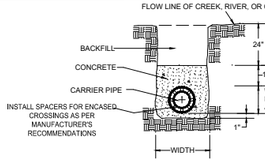
NOTE: ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OR FUSIBLE ENDS TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

COUNTY ROAD, HIGHWAY AND RAILROAD CROSSINGS

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE.
0'-0.2500"	0'-0 1/4"	12" OR LESS
0'-0.3125"	0'-0 5/16"	OVER 12" TO 18"
0'-0.3750"	0'-0 3/8"	OVER 18" TO 22"
0'-0.4375"	0'-0 7/16"	OVER 22" TO 28"
0'-0.5000"	0'-0 1/2"	OVER 28" TO 34"
0'-0.5625"	0'-0 9/16"	OVER 34" TO 42"
0'-0.6250"	0'-0 5/8"	OVER 42" TO 48"

NOTE:
1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTT-FUSIBLE TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR PIPELINES.
3. DO NOT USE WEDGES BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED PIPING.

FLOW LINE OF CREEK, RIVER, OR CHANNEL



NOTE: WHERE FITTINGS ARE TO BE USED TO ADJUST PIPE ELEVATIONS TO BELOW BOTTOM OF CREEK, THE CONTRACTOR SHALL OBTAIN APPROVAL OF CONCRETE UP-THRUST AND DOWN-THRUST BLOCKING FROM THE ENGINEER PRIOR TO CONSTRUCTION AND SHALL INSTALL JOINT RESTRAINTS INBETWEEN FITTINGS IF APPROVED TO DO SO.

WATER TIGHT P.V.C. OR METAL ENCASEMENT PIPE WITH 1" ANNULAR CLEARANCE.

CONCRETE ENCASED CREEK CROSSING

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

INSTALLATION OF PIPE THROUGH CASING/CREEK CROSSING

DRAWING NAME: W14
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

WATER MAINS AND SANITARY SEWERS SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN 9 FT. IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE 9 FT. SEPARATION CANNOT BE ACHIEVED, THE FOLLOWING TABLE SHALL GOVERN:

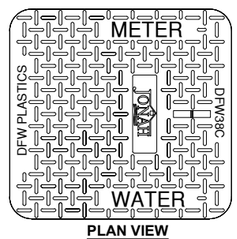
CONDITION	LOCATION	MATERIAL: WATER	MATERIAL: SEWER	MINIMUM SEPARATION: VERT.	MINIMUM SEPARATION: HORIZ.	COMMENTS
NEW WATER AND NEW SEWER						
SEWER FORCE MAIN AND GRAVITY SANITARY SEWER PARALLEL TO WATER MAIN	WATER ABOVE SEWER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	2'	4'	SEPARATE TRENCHES
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	6"	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER	STD.	ABS., CLAY CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZE SAND BACKFILL INITIAL BACKFILL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING. CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.
NEW WATER AND EXISTING SANITARY SEWER						
NEW WATER PARALLEL TO EXISTING SEWER	WATER ABOVE SEWER	STD.	CLAY, CONC., ABS., C.I., D.I., P.V.C.	2'	4'	IF SEWER SHOWS NO SIGN OF LEAKAGE, THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE, THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	WATER ABOVE SEWER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	IF SEWER SHOWS NO SIGN OF LEAKAGE, THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE, THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	REPLACE EXISTING SEWER WITH ONE JOINT C.I., D.I., P.V.C. - 150 P.S.I., CENTERING OVER WATER LINE.
NEW WATER PARALLEL TO EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	4'	REPLACE EXISTING SEWER WITH C.I., D.I., P.V.C.-150 P.S.I. OR CEMENT STABILIZED SAND BACK FILL IN INITAL BACKFIELD ZONE OF SEWER WHERE PARALLEL CLOSER THAN 9 FT. OR ENCASE THE WATER IN 150 P.S.I. PIPE TWO NOMINAL SIZES LARGER.
EXISTING WATER AND NEW SANITARY SEWER						
NEW SEWER PARALLEL TO EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	2'	4'	SEPARATE TRENCHES
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	6"	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZE SAND BACKFIELD INITIAL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING. CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.

FIRE HYDRANTS SHALL NOT BE LOCATED WITHIN 9 FT. VERTICALLY OR HORIZONTALLY OF ANY SANITARY SEWER, REGARDLESS OF CONSTRUCTION.
WATER MAINS SHALL NOT BE INSTALLED CLOSER THAN 10 FT. TO SEPTIC TANK DRAINFIELDS.

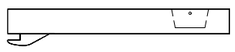
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TABLE FOR SEPARATION OF WATER AND SEWER PIPE LINES

DRAWING NAME: W15
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

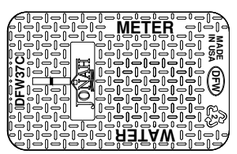


PLAN VIEW

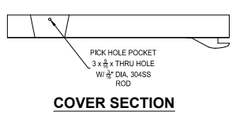

COVER SECTION

DRAWING PROVIDED BY:
DFW PLASTICS, INC.
PRODUCT NUMBER:
DFW38C-14-AF3P JSUD

METER LID DETAIL
FOR DUAL 5/8", 3/4", OR 1" METERS



PLAN VIEW



COVER SECTION

DRAWING PROVIDED BY:
DFW PLASTICS, INC.
PRODUCT NUMBER:
DFW37C-12-AF3P JSUD

METER LID DETAIL
FOR ONE 5/8", 3/4", OR 1" METER

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

METER LID DETAILS

REVISION NOTE: 9/25/19
DRAWING NAME: W16
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
STANDARD DETAILS

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

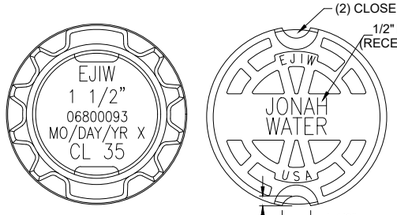


APPROVED:

DATE: 11/16/21

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 31

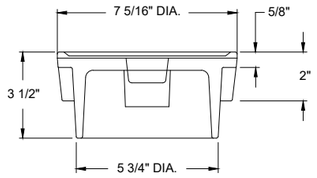


PLAN VIEW

PLAN VIEW

DRAWING PROVIDED BY:
EAST JORDAN IRON WORKS

PRODUCT NUMBER:
06800093



SECTION VIEW

REVISION NOTE:	9/28/2018
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W17
VALVE BOX LID	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.

Hydrostatic Testing

Hydrostatic testing described in this section shall be conducted with water.

General

The contractor shall provide measurement gauge, pump, pipe, connection, and other necessary apparatuses, unless otherwise specified. Prior to testing the contractor shall place sufficient backfill to prevent pipe movement. The contractor shall ensure that thrust-blocking or other types of restraint systems will provide adequate restraint prior to pressurizing the pipeline.

Test Duration

The duration of the hydrostatic test shall be 2 hours.

Test Pressure

The hydrostatic test pressure shall not be less than 1.25 times the maximum anticipated sustained working pressure at the highest point along the test section unless the pressure exceeds the design pressure limit for any pipe, thrust restraint, valve, fitting or other appurtenance of the test section. In no case shall the test pressure exceed the design pressure limit for any pipe, thrust restraint, valve, fittings, or other appurtenance of the test section.

Test Allowance

The testing allowance shall be defined as the quantity of water that must be supplied to the pipe section being tested to maintain the pressure within 5 psi of the specified hydrostatic test pressure. The installation will not be accepted, by the owner, if the quantity of the makeup water is greater than that determined by the formula below. All visible leaks are to be repair regardless of the amount of leakage.

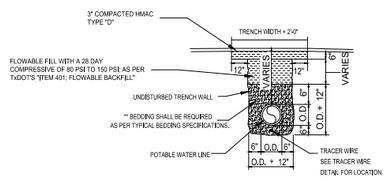
$$Q = \frac{L x D x \sqrt{P}}{148000}$$

Q = quantity of makeup water in gallons per hour (gal./hr.)
L = length of pipe being tested in feet (ft.)
D = nominal diameter of pipe in inches (in.)
P = average test pressure during the hydrostatic test in pounds per square inch (psi)

Disinfection (Does Not Apply To Sewer Force Mains.)

New mains shall be thoroughly disinfected in accordance with AWWA Standard C651 and then flushed and sampled before being placed in service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure. Sampling shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.

REVISION NOTE:	
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W18
TESTING REQUIREMENTS FOR PRESSURIZED PIPELINES (POTABLE WATERLINES AND SEWER FORCEMAINS)	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.



NOTES:
1. FLOWABLE FILL SHALL BE IN ACCORDANCE TO TxDOT'S ITEM 401 "FLOWABLE BACKFILL" SPECIFICATIONS, AS FOUND AT " http://ftp.dot.state.tx.us/pub/txdot-info/cst/oes/specs/specbook.pdf "
2. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
3. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
4. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE STATE, COUNTY, OR CITY SPECIFICATIONS.

** TYPICAL BEDDING SPECIFICATIONS:

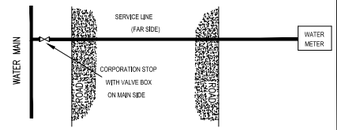
SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-85
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
96-100	-
-	100

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:

12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 54" MINIMUM COVER

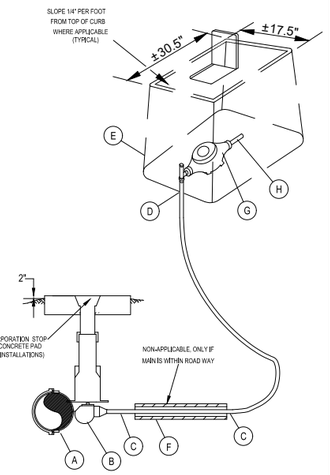
REVISION NOTE:	
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W19
TRENCH & EMBEDMENT DETAIL FLOWABLE FILL	SCALE: N.T.S. DATE: 7-11-16 DRAWN BY: M.W.W. APPROVED BY: M.W.W.



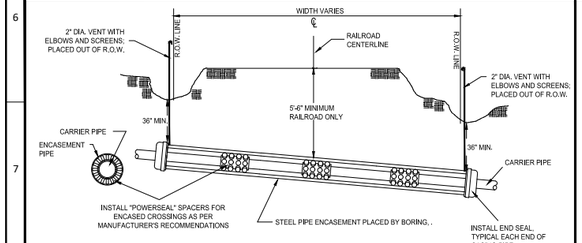
MATERIALS LIST

A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 8".
B. 2" CORPORATION STOP W/ GATE VALVE OPERATING NUT – SERVICE PIPE OUTLET.
C. 2" SERVICE PIPE.
D. FLANGED ANGLE METER STOP, FORD BRASS, 1.5" MODEL # FVA34666WGANL; 2" MODEL # FVA3277WGANL
E. DFW: MODEL DFW38C-14-BODY RECTANGULAR METER BOX WITH DFW PLASTICS, INC. METER LID (REFER TO LID DETAIL W16)
F. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE).
G. WATER METER: SUPPLIED BY JONAH WATER
H. WATER METER COUPLING MALE I.P.T. X SWIVEL COUPLING

NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MILL POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
5. BRASS SHALL ONLY BE FORD.
6. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID



REVISION NOTE:	3/17/2020
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W20
STANDARD INSTALLATION DETAIL FOR ONE 1.5" AND 2" METERS	SCALE: N.T.S. DATE: 4-20-17 DRAWN BY: M.W.W. APPROVED BY: M.W.W.

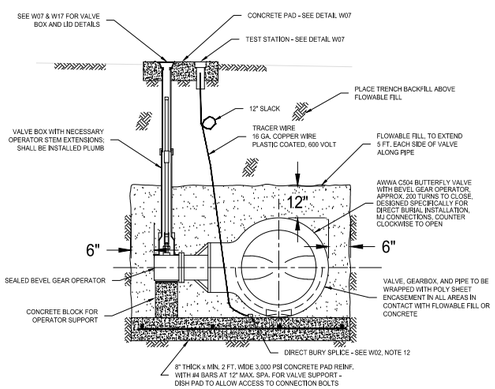


NOTE:
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OR FUSIBLE ENDS TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE.
0'-0.2500"	0'-0 1/4"	12" OR LESS
0'-0.3125"	0'-0 5/16"	OVER 12" TO 18"
0'-0.3750"	0'-0 3/8"	OVER 18" TO 22"
0'-0.4375"	0'-0 7/16"	OVER 22" TO 28"
0'-0.5000"	0'-0 1/2"	OVER 28" TO 34"
0'-0.5625"	0'-0 9/16"	OVER 34" TO 42"
0'-0.6250"	0'-0 5/8"	OVER 42" TO 48"

NOTE:
1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTT-FUSIBLE TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR PIPELINES.
3. DO NOT USE WEDGES BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED PIPING.
8. REFER TO AREMA'S PART 5 - PIPELINE FOR ALL TECHNICAL REQUIREMENTS FOR RAILWAY BORING.
9. VENTS SHALL BE INSTALLED AS PER AREMA'S Part 5 - PIPELINE TECHNICAL

REVISION NOTE:	
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W22
RAILROAD CROSSING	SCALE: N.T.S. DATE: 3-29-16 DRAWN BY: APPROVED BY:

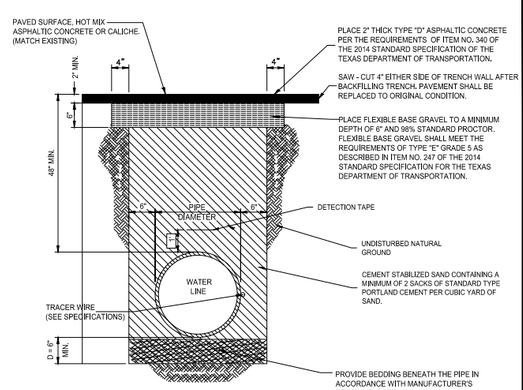


SECTIONAL ELEVATION

NOTES:
1. FLOWABLE FILL SHALL BE PLACED IN 12" HEIGHT MAXIMUM LIFTS.
2. PIPING CONNECTIONS SHALL BE RESTRAINED ON EACH SIDE OF VALVE.
3. VALVE GEAR BOX AND OPERATOR SHALL BE PLACED ON THE SIDE NEAREST TO THE EXISTING FENCE AND/OR PROPERTY LINE, UNLESS OTHERWISE APPROVED.
4. IF THE VALVE OPERATOR NUT IS MORE THAN 3 FT. BELOW THE SURFACE, EXTENSIONS SHALL BE PROVIDED TO BRING THE NUT TO WITHIN 2 FT. OF THE SURFACE.
5. VALVE OPERATOR NUT SHALL BE 2" SQUARE.
6. VALVE BOX SHALL BE EAST JORDAN IRON WORKS SERIES 8550 TWO PIECE SCREW TYPE, OR APPROVED EQUAL, HAVING AN ADJUSTMENT RANGE OF +\-6 INCHES FROM FINISHED SURFACE.
7. SEE PLAN/PROFILE SHEETS FOR VALVE LOCATION AND SIZE.

REVISION NOTE:	
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W23
TYPICAL DIRECT BURY BUTTERFLY VALVE INSTALLATION DETAILS	SCALE: N.T.S. DATE: 1-18-19 DRAWN BY: W.E.A. APPROVED BY: M.W.W.

NOTE: SAW - CUT ASPHALT & BASE FULL DEPTH PRIOR TO TRENCHING, SAW - CUT ASPHALT SURFACE AGAIN AFTER COMPACTING TRENCH BACKFILL.



NOTES

1. CONTINUE BACKFILL, AS SHOWN 2' BEYOND EDGE OF PAVEMENT.
2. TxDOT HIGHWAY AND COUNTY ROADWAY CROSSING REQUIRES STEEL CASING (BORE OR JACK).

REVISION NOTE:	
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W26
24" AND LARGER MAIN SIZE TRENCH BACKFILL DETAIL UNDER ROADWAY	SCALE: N.T.S. DATE: 6/17/20 DRAWN BY: M.S. APPROVED BY: M.W.W.

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
STANDARD DETAILS

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:



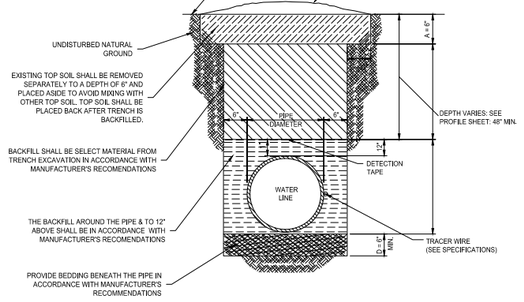
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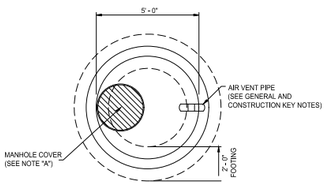
DATE:
11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 32

NOTE: SAW - CUT ASPHALT & BASE FULL DEPTH PRIOR TO TRENCHING. SAW - CUT ASPHALT SURFACE AGAIN AFTER COMPACTING TRENCH BACKFILL.



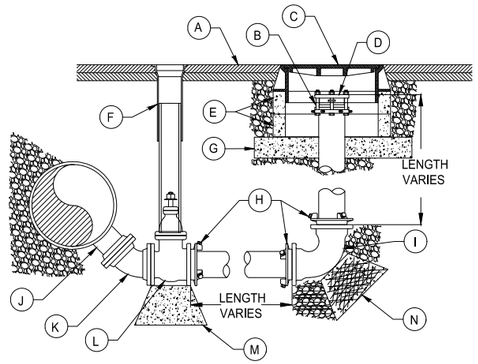


GENEREL NOTES:

1. INSTALLATION SHALL GENERALLY BE FOR A MAIN - LINE 20" AND LARGER (IF COMBINATION AIR VALVE SHOWN). INSTALLATION OF OTHER SIZED VALVES IS SIMILAR.
2. PRE - CAST MANHOLE SECTIONS SHALL BE OF REINFORCED CONCRETE CONFORMING TO ASTM C - 478 AND SHALL MEET HS - 20 LOADING. PROVIDE REINFORCEMENT WITHIN 3" @ OPENINGS OR KNOCKOUTS. OPENINGS (UP TO 8") MADE IN FIELD SHALL BE CORE DRILLED.
3. MANUFACTURER TO PROVIDE LIFTERS OF ADEQUATE SIZE AS NEEDED.
4. ECCENTRIC/CONCENTRIC LID (ECCENTRIC SHOWN), 8" THICK
5. VALVE AND PIPE SIZES AS SPECIFIED.
6. MAIN SIZE X 8" D.I. TEE MJ X MJ X FLANGE.
7. AIR VENT PIPING (SIZE AS REQUIRED PER COMBINATION AIR VALVE) TO BE SCHEDULE 40 WELDED STEEL WITH FORGED STEEL WELD FITTINGS, BURIED VENT PIPING SHALL HAVE 2 COATS OF EPOXY POLYAMIDE COATING, ABOVE GROUND PIPING TO BE PRIMED AND PAINTED BLUE.
8. AIR VENT PIPING SHALL BE LOCATED CLEAR OF PAVED ROADWAY AND LOCATED TOWARDS THE NEAREST PROPERTY LINE.
9. 12" X 24" FOOTING WITH No. 5 REBAR AT 12" ON CENTER EACH WAY IS REQUIRED.

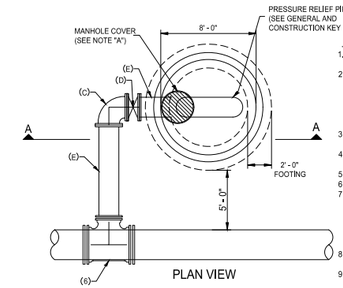
CONSTRUCTION KEY NOTES:

A. MANHOLE RING AND COVER, SET FRAME AND COVER FLUSH WITH FINISHED GRADE. REFER TO DETAIL "W12"
B. 6" COMBINATION AIR VALVE.
C. 6" FLANGED 90 DEG. BEND.
D. 6" FLANGED SPOOL.
E. 6" DRESSER COUPLING (ROMAC 501 OR APPROVED EQUAL).
F. 6" FLANGED BUTTERFLY VALVE WITH VERTICAL OPERATING NUT.
G. AIR RELEASE PIPING.
H. MANLINE, SIZE AS SPECIFIED.
I. PIPE WALL SLEEVE (LINK SEAL OR EQUAL).
J. BREAK - A - WAY COUPLING.
K. INSECT SCREEN.
L. 6" FLANGED 90 DEG. BEND WITH INTEGRATED CAST BASE, BOLTED TO CONCRETE SUPPORT.
M. VALVES INSTALLED ON NATURAL GROUND WITH CONCRETE SUPPORTS AS REQUIRED.
N. ANCHOR PIPING TO VALVE VAULT WITH 3" X 3" X $\frac{1}{2}$" ANGLE & $\frac{3}{4}$" Ø STRAP.
O. 4" PLAIN END BY THREADED MALE SCHEDULE 40 STEEL PIPE (GALVANIZED NOT ALLOWED).



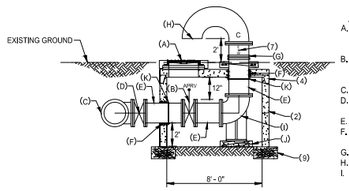
KEYNOTES:

A. FINISHED GRADE. PROVIDE 4" THICK AC PAVEMENT OR CONCRETE PAD CENTERED AROUND VALVE BOXES AND MANHOLES IF OUTSIDE OF PAVED AREAS, PAD SHALL EXTEND A MINIMUM OF 6" BEYOND ALL SIDES OF VALVE BOXES AND MANHOLES.
B. 6" RESTRAINED FLANGED COUPLING ADAPTER.
C. STANDARD MANHOLE FRAME AND LID; REFER TO DETAIL "W12".
D. 6" BLIND FLANGE.
E. 2 EACH - 6" X 24" CONCRETE MANHOLE GRADE RING.
F. VALVE BOX ASSEMBLY; REFER TO "W7" AND "W17"
G. 6" THICK CAST - IN - PLACE CONCRETE BASE.
H. ALL JOINTS IN BLOWOFF ASSEMBLY SHALL BE FULLY RESTRAINED WITH MECHANICAL GRIP FOLLOWERS.
I. 6" 90 DEGREE BEND. MJ X MJ.
J. MAINLINE DIAMTER X 6" TEE ROTATED DOWN 45 DEGREES. MJ X FLANGE.
K. 45 DEGREE BEND. FLANGE X FLANGE.
L. 6" GATE VALVE. FLANGE X MJ.
M. 9" X 9" CONCRETE PIER BLOCK ON UNDISTURBED NATIVE SOIL.
N. 3' X 3' CONCRETE THRUST BLOCK ON UNDISTURBED NATIVE SOIL.



GENERAL NOTES:

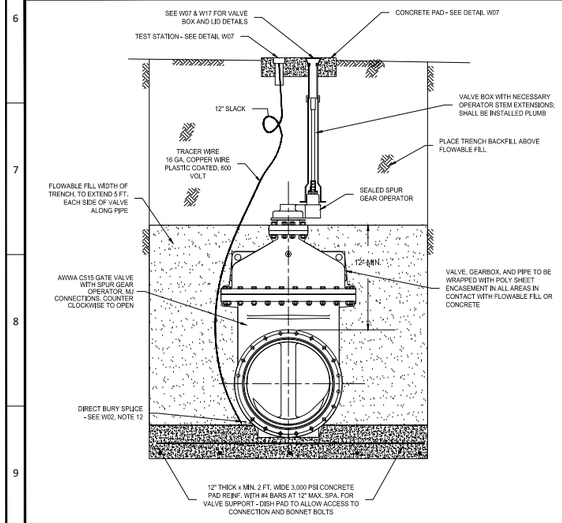
1. INSTALLATION SHALL GENERALLY BE FOR A MAIN - LINE 20" AND LARGER.
2. PRE - CAST MANHOLE SECTIONS SHALL BE OF REIUNFORCED CONFORMING TO ASTM C - 478 AND SHALL MEET H2 - 20 LOADING. PROVIDE REINFORCEMENT WITHIN 3" @ OPENINGS OR KNOCKOUTS.
3. MANUFACTURER TO PROVIDE LIFTERS OF ADEQUATE SIZE AS NEEDED.
4. ECCENTRIC/CONCENTRIC LID (ECCENTRIC SHOWN), 8" THICK ,
5. VALVE AND PIPE SIZES AS SPECIFIED,
6. 30" X 20" D.I. TEE MJ X MJ X FLANGE.
7. 20 " PIPING DIP TO BE BURIED AND SHALL HAVE 2 COATS OF EPOXY POLYAMIDE COATING. ABOVE GROUND PIPING TO BE PRIMED AND PAINTED BLUE WITH 3-INCH HIGH WHITE LETTERS.
8. PIPING SHALL BE LOCATED CLEAR OF PAVED ROADWAY..
9. 12" X 24" FOOTING WITH No. 5 REBAR AT 12" ON CENTER EACH WAY IS REQUIRED.



CONSTRUCTION KEY NOTES:

A. MANHOLE RING AND COVER, SET FRAME AND COVER FLUSH WITH FINISHED GRADE.
B. FLOWMATIC 20" C401 CLASS 300 FULL PORT GLOBE STYLE PRESSURE RELIEF VALVE.
C. 20" FLANGED 90 DEGREE BEND.
D. 20" FLANGED GATE VALVE WITH VERTICAL OPERATING NUT.
E. MAINLINE, SIZE AS SPECIFIED.
F. PIPE WALL SLEEVE (LINK SEAL OR EQUAL).
G. BREAK - A - WAY COUPLING.
H. INSECT SCREEN.
I. 20" FLANGED 90 DEGREE BEND WITH INTEGRATED CAST BASE, BOLTED TO CONCRETE SUPPORT.
J. VALVES INSTALLED ON NATURAL GROUND WITH CONCRETE SUPPORTS AS REQUIRED.
K. ANCHOR PIPING TO VALVE VAULT WITH 3" X 3" X $\frac{1}{2}$" ANGLE & $\frac{3}{4}$" Ø STRAP.

AUTOMATIC PRESSURE RELIEF VALVE
SCALE: N.T.S.



SECTIONAL ELEVATION

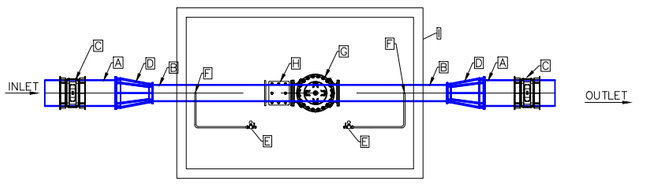
NOTES:

1. FLOWABLE FILL SHALL BE PLACED IN 12" HEIGHT MAXIMUM LIFTS.
2. PIPING CONNECTIONS SHALL BE RESTRAINED ON EACH SIDE OF VALVE.
3. VALVE GEAR BOX AND OPERATOR SHALL BE PLACED ON THE SIDE NEAREST TO THE EXISTING FENCE AND/OR PROPERTY LINE, UNLESS OTHERWISE APPROVED.
4. IF THE VALVE OPERATOR NUT IS MORE THAN 3 FT. BELOW THE SURFACE, EXTENSIONS SHALL BE PROVIDED TO BRING THE NUT TO WITHIN 2 FT. OF THE SURFACE.
5. VALVE OPERATOR NUT SHALL BE 2" SQUARE.
6. VALVE BOX SHALL BE EAST JORDAN IRON WORKS SERIES 8550 TWO PIECE SCREW TYPE, OR APPROVED EQUAL, HAVING AN ADJUSTMENT RANGE OF +/- 6 INCHES FROM FINISHED SURFACE.
7. SEE PLAN/PROFILE SHEETS FOR VALVE LOCATION AND SIZE.
8. PRICE FOR VALVE MARKER SHALL BE CONSIDERED SUBSIDIARY TO THE COST OF THE VALVE.

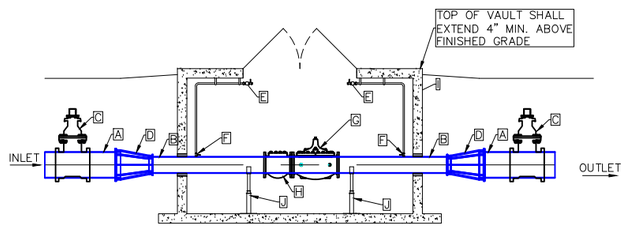
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WATER DISTRIBUTI SYSTEM
GENERAL CONSTRUCTION NOTES

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.
2. Prior to commencement of construction, the owner of the system or his representative must notify the appropriate TCEQ regional office in writing of the date on which construction will begin.
3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.
4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less.
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply.
6. Water transmission and distribution lines must be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface.
7. The hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe.
8. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent.
9. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet '290.44(e) of the current rules.
10. The contractor shall disinfect the new water mains in accordance with AWWA Standard C651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.
11. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation.

PRESSURE REDUCING VALVE AND VAULT ASSEMBLY	
CODE	DESCRIPTION
A	12" D.I. PIPING
B	8" D.I. PIPING
C	12" M.J. GATE VALVE
D	12" x 8" MJ X MJ REDUCER
E	1" CORP. STOP WITH PENN TYPE 1 PRESSURE GAUGE / PRESSURE TRANSDUCER / FLUSHPOINT AND SCREEN (TYP.)
F	TAPPING SADDLE W/THREADED 1" CORP. STOP EXTENDED TO THE CEILING OF THE VAULT AND POSITIONS GUAGE TO VIEW FROM OPEN DOORS. USE U-STRAPS FOR SUPPORT. (TYP.)
G	8" CLA-VAL MODEL NO. 90-99-A,B,V,Y WITH RETURN FLOW VALVE AND RETURN FLOW FEATURE, DUCTILE IRON BODY, STAINLESS STEEL INTERNAL, STAINLESS STEEL TUBING, AND 150# FLANGED END CONNECTIONS.
H	8" CLA-VAL H STYLE STRAINER, MODEL X43H
I	8'X6' (INSIDE) PRECAST CONCRETE (INSIDE) PRECAST CONCRETE VAULT WITH TORSION BAR ASSISTED OPEN; 3'X3' COVER; VAULT INTERIOR TO BE COATED WITH 80 MIL. COAT OF RAVEN LINING SYSTEMS, RAVEN 405 ULTRA HIGH BUILD EPOXY COATING; VAULT TO BE DESIGNED TO COMPENSATE FOR BUOYANCY FORCES
J	PIPE SUPPORT (TYP.)



VAULT PLAN VIEW



VAULT SECTION

PRV VAULT DETAIL

Texas 811

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
STANDARD DETAILS

REVISION DESCRIPTION	DATE	BY	CKD

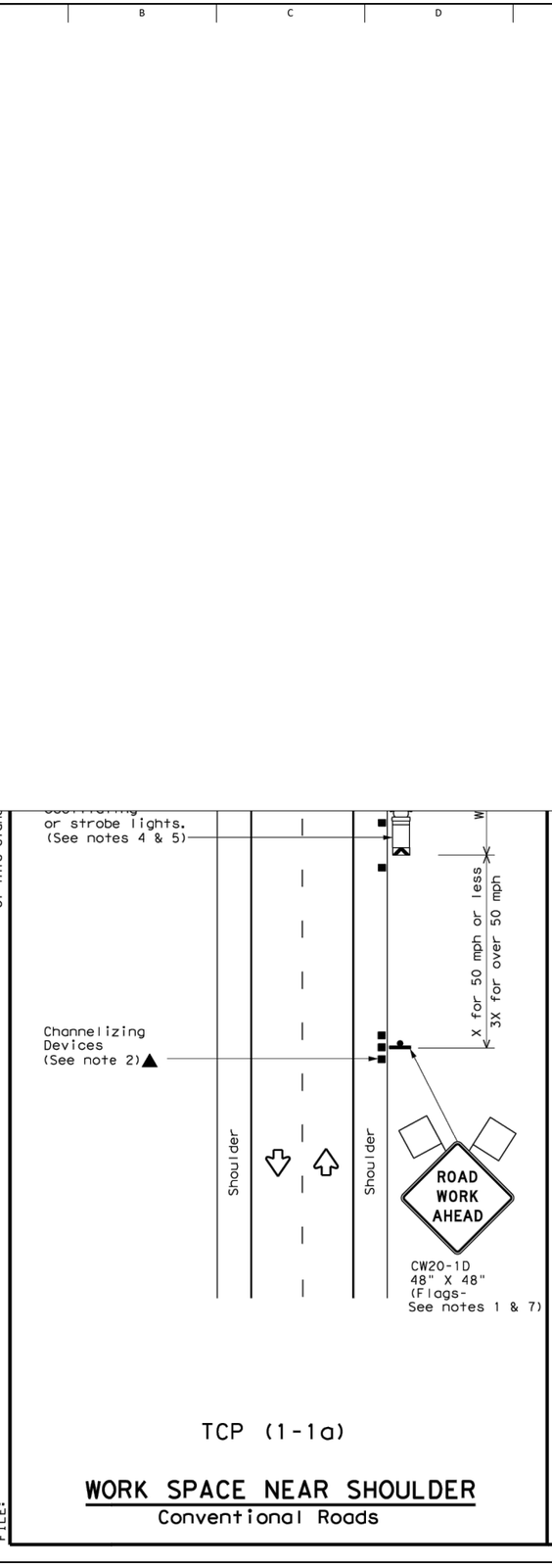
DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:

DATE: 11/16/21

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

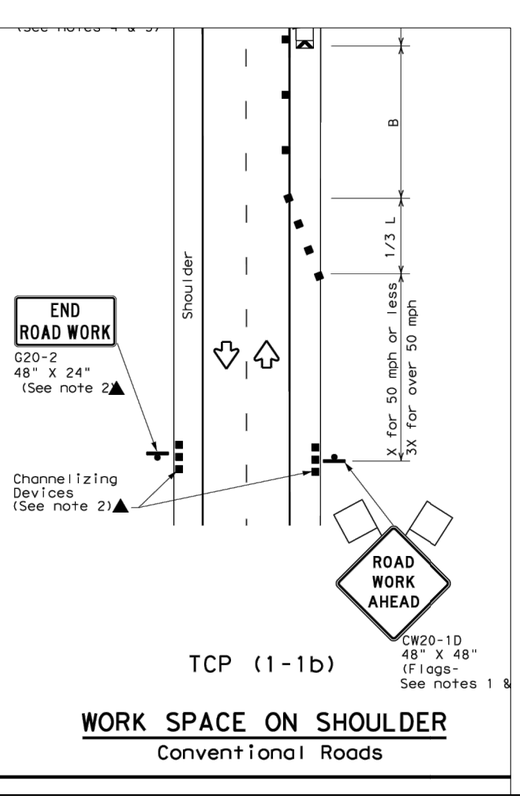
SHEET 33



TCP (1-1a)

WORK SPACE NEAR SHOULDER

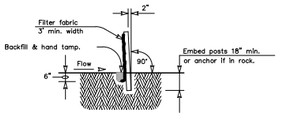
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



SECTION A-A

GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

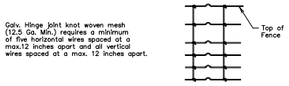
PLAN SHEET LEGEND

Sediment Control Fence — SCF

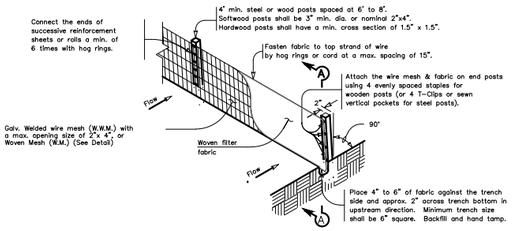
SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT . Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.



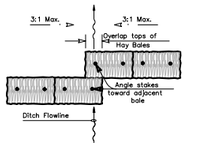
Hinge Joint Knot Woven Mesh (Option)



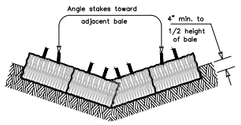
TEMPORARY SEDIMENT CONTROL FENCE

SCF

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PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay — BH

BALED HAY USAGE GUIDELINES

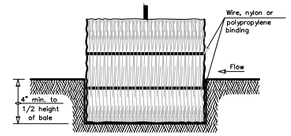
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT^2 of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than 1/2 acre.

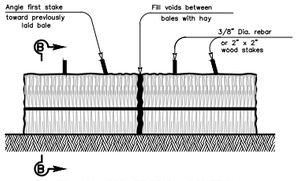
For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.



SECTION B-B



BALED HAY FOR EROSION CONTROL

BH

GENERAL NOTES

1. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. **Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.**
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with 3/8" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

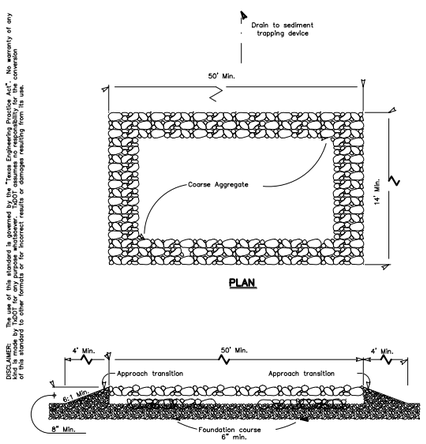
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & BALED HAY

EC(1)-09

Pub: ec109.dgn		Dn: TxDOT	Ck: AM	Dw: TV	Ck: BD
©TxDOT June 1993		CONT	SECT	JOB	HIGHWAY
REVISIONS		DIST	COUNTY		SHEET NO.

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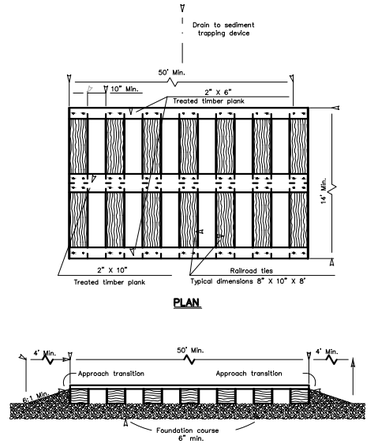
PLAN

PROFILE

CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



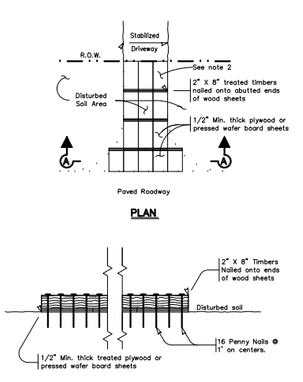
PLAN

PROFILE

CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with 1/2"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PLAN

SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-93

Pub: ec393.dgn		Dn: TxDOT	Ck: MEJ	Dw: BD	Ck:
©TxDOT June 1993		CONT	SECT	JOB	HIGHWAY
REVISIONS		DIST	COUNTY		SHEET NO.

NO	DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

TCP / EROSION CONTROL DETAIL

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:

DATE: 11/16/21

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 34

EXHIBIT "C"

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

_____ ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across that certain _____ acre (_____ SF) parcel of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: _____

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this ____ day of _____, 2021.

[signature pages follow]

GRANTOR:

By: _____

Printed Name: _____

Title: _____

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on the _____ day of _____, 2021, by _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

GRANTOR:

_____

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on the _____ day of _____ 2021, by _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Commissioners Court - Regular Session **98.**

Meeting Date: 06/27/2023

Interlocal 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 an Interlocal Agreement with Jonah Special Utility District regarding relocation of water system improvements related to Corridor C. Funding Source: Road Bond, P459.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:39 AM
Form Started By: Charlie Crossfield		Started On: 06/21/2023 10:31 AM
Final Approval Date: 06/22/2023		

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
Corridor C- SH 29 Bypass (Sam Houston Avenue)

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

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

WHEREAS, the County is and has been in the process of designing a new roadway known as Corridor C-SH 29 Bypass, the location of which is shown on Exhibit "A", attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-of-way into easements in which the District's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of District water lines are necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project have been prepared by the District and are attached hereto as Exhibit "B" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the District's water system improvements and construct water system betterments in certain segments of the County Project.

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

I.
STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the Relocation Project caused by the County's construction of the County Project.

1.02 County Relocation of Waterlines. The County will, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, with the exception of additional costs related to improvements to the waterlines (the "Betterment") detailed in the

Betterment Calculations attached hereto as Exhibit "C" and as outlined in the Betterment Costs section below. As stated below, the County will reimburse the District for all costs related to the design of the Plans.

1.03 County to Obtain Easements. The County agrees to acquire at its own expense all necessary easements required by the District for the County Project and the Relocation Project as shown in the Plans. This Agreement specifically allows the County's right-of-way attorneys to acquire easements by eminent domain, if necessary. The form of the easement shall be approved by the District prior to acquisition. The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project. Any easements acquired as set out herein shall be assigned by the County to the District upon completion of construction of the Relocation Project.

1.04 County to Obtain Permits. The County must secure all permits required for construction of the County Project and the Relocation Project, and is responsible for the costs associated with the permits. The District is not responsible for costs associated with permitting of the County Project or Relocation Project.

1.05 District Obligations. The District shall be responsible for the design of the plans including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 34.20% of District's costs pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code. After acceptance of the waterline relocations, the District will own and maintain said waterlines at their sole cost and expense.

1.06 Continuation of Service. The County agrees that both the County Project and the Relocation Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in prolonged or permanent loss of water service to any such customers.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project, subject to reimbursement of any Betterment Costs as described herein.

2.02 Calculation of Betterment Costs. The District's engineer will determine betterment percentages by calculating the Engineer's Opinion of Probable Cost ("EOPC") for the construction of water lines that are larger than the original lines they are replacing ("betterment construction") and the EOPC for the construction of water lines that are the same size as the original lines ("'like-kind' replacement construction"), then by determining the percentage of the "like-kind" cost versus the betterment cost. The District's engineer will work with the County's engineer to seek approval of the betterment percentages.

2.03 Betterment Costs. The District shall be responsible for 100% of all costs related to the design and construction of the waterline betterment portion of the Relocation Project. The

betterment Calculations attached hereto as Exhibit "C" estimate the cost of the betterment using the most recent EPOC.

2.04 Payment and Maintenance. The District's share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.

2.05 Construction Plans. The District must submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County progressing with construction. The Plans will be jointly bid and constructed with the County Project.

2.06 Inspection. The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction implemented with the written agreement of the District.

2.07 As-Built Drawings. Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.

2.08 Future Relocations. Should the County or its successors require the relocation of the District water system improvements previously relocated by this Agreement, the County shall, at its own expense, be responsible for all costs associated with said relocation, including the acquisition of new easements, if necessary. The obligations of this section survive any termination of this agreement.

2.09 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project and the Relocation Project to name the District as an additional insured on any policies related to the County Project or Relocation Project as applicable. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County shall transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable

time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as agreed and allowed by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:	Jonah Water Special Utility District 4050 FM 1660 Hutto, Texas 78634 Attn: General Manager Telephone: (512) 759-2983
With a Copy to:	John Carlton The Carlton Law Firm P.L.L.C 4301 Westbank Drive, Suite B-130 Austin, Texas 78746 john@carltonlawaustin.com
COUNTY:	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Auditor Telephone: (512) 943-1577

4.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.11 Effective Date. This Agreement is effective on the last date of execution by the authorized representative of each Party.

(SIGNATURES ON THE FOLLOWING PAGE)

ATTEST:

JONAH WATER SPECIAL UTILITY DISTRICT:

Erica Guerrero

By: _____
Bill Brown, General Manager

Date: 6-20-2023

ATTEST:

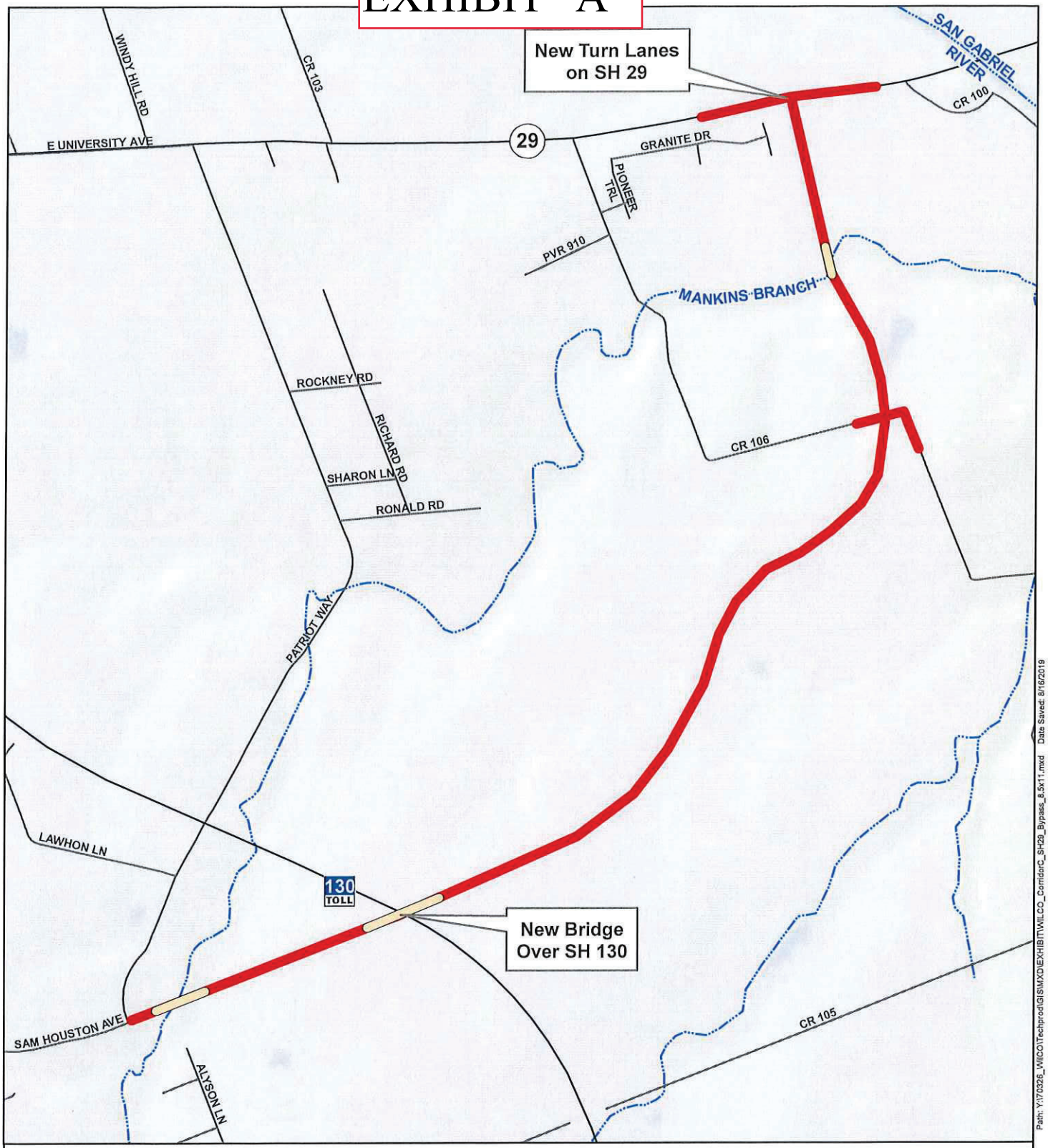
_____
Nancy Rister, County Clerk

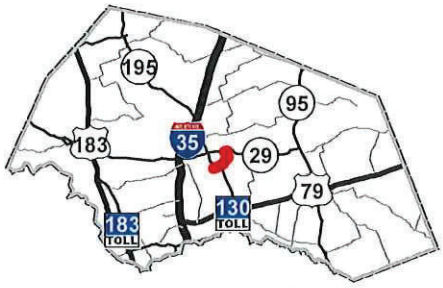
WILLIAMSON COUNTY:

By: _____
William Gravell, Jr., County Judge

Date: _____

EXHIBIT "A"





1:20,000

N W E S

0 1,000 2,000

Feet

Project Location

Bridge

Path: Y:\170326_WilCO\Techprod\GIS\MXD\EXHIBIT\WILCO_CorridorC_SH29_Bypass_8.5x11.mxd Date Saved: 8/16/2019

Wilco Road Bond Project - Phase 1 Corridor C/SH 29 Bypass

WILLIAMSON COUNTY

WILLIAMSON COUNTY 1848

HNTB

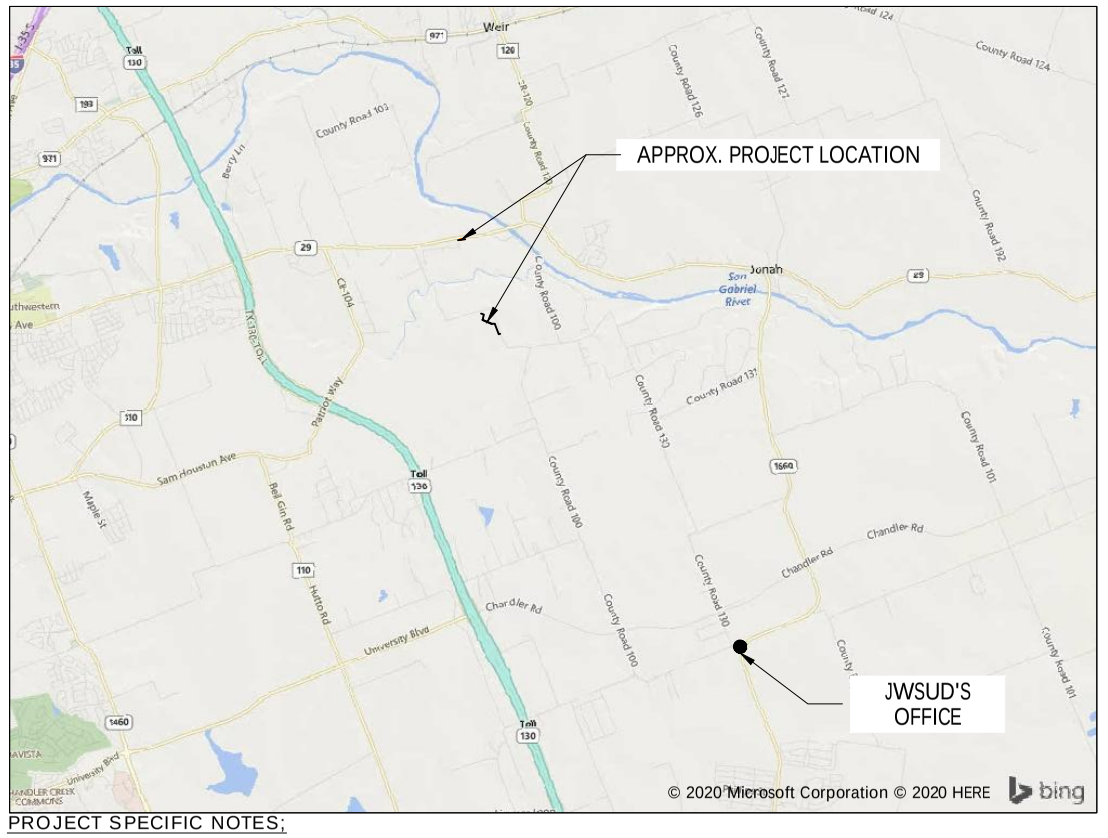
EXHIBIT "B"

JONAH SUD
4050 FM 1660
HUTTO , TEXAS 78634
1-512-759-1286
PWS ID 246002
CCN ID 10970

2020 - SH 29; Corridor "C", Utility Adjustments

GENERAL CONSTRUCTION NOTES

1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS
2. THE CONTRACTOR SHALL NOTIFY
   2.1. THE TxDOT HIGHWAY MAINTENANCE FOREMAN
   2.2. RAILWAY SUPERINTENDENT
   2.3. COUNTY COMMISSIONER
   2.4. APPLICABLE CITY
   2.5. APPLICABLE UTILITY COMPANIES
   48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN THE VICINITY OF ANY EXISTING UTILITIES, AND SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.
3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.
4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF potable WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE
9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
10. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS THE BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.
11. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12; SEE https://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/toc.htm FOR SHEETS.



PROJECT SPECIFIC NOTES;

1. SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.
2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.
3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.
4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURE'S RECOMMENDATIONS.
5. WILCO ROADWAY, R.O.W., AND OTHER PROPOSED INFRASTRUCTURE SHOWN WAS PROVIDED BY WILLIAMSON COUNTY REPRESENTATIVES, DATED 6/12/2020. CHANGES THAT MAY HAVE OCCURRED SINCE THAT TIME ARE NOT INCLUDED IN THESE DOCUMENTS.

Sheet Index:

G1	GENERAL NOTES
G2	PROJECT TAKE OFF
K1	KEY MAP
1	SH 29 INTERSECTION
2	STA. B-0+00 TO B-3+50
3	STA. B-3+50 TO B-10+50
4	STA. B-10+50 TO B-17+82
5	DETAILS
6	DETAILS
7	DETAILS
8	TCP

STATE OF TEXAS
MILES W. WHITNEY
97164
LICENSED PROFESSIONAL ENGINEER

THIS DOCUMENT IS ISSUED FOR BIDDING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION

APPROVED

CIVIL ENGINEER — DATE APPROVED 5/19/2022

DOCUMENT TO BE APPROVED BY OWNER ONCE PROPOSED EASEMENTS ARE OBTAINED BY WILCO.

OWNER — DATE APPROVED

CAYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702 Ph. 254-744-3439
MILES@CAYOTECON.COM

JONAH WATER S.U.D.
2020 - SH 29; Corridor "C", Utility Adjustments

General notes:

1) The proposed roadway, drainage, existing utilities shown on these plans were received by Jonah Water S.U.D. from thier represintitives. It shall be the Contractor's responsibility to familiarize themselves with the County's project documents, so that any discrepancies can be avoided.
2) Various portions of the work shall be performed on private property as shown in the drawings. The owner has or is obtaining right of entry permission, permanent easement, or permanent right of way for all portions of private property requiring work (in addition to areas where there are pre-existing permanent easements), unless noted otherwise in project special provisions. The contractor shall not access or disturb private property without giving notice to each private property owner at least one week prior to construction activities on their property, including an estimated duration that their property will be affected. Every effort shall be made by the contractor to schedule work to minimize disruption to property owners. Upon completion of work (or phases of work), private properties shall be restored to existing or better conditions, than that of those that existed just prior to the beginning of construction.
   a) Refer to project Property Owner line list for tract information and easement statues.
3) The locations of underground utilities as shown hereon are based on above ground structures, record drawings, or information from other entities provided to the engineer. Locations of underground utilities structures may vary from locations shown hereon. Additional buried utilities structures may be encountered. Before excavations are begun, the following entities shall be contacted for verification of utility type and field locations.
   a. Gas, telephone, electric, fiber optic, oil: call Texas 811 at 800-344-8377
   b. Water: call the Jonah Water
4) The Contractor shall pothole the existing utilities lines ahead of the pipeline installation to verify adequate room is available for the trenching of the proposed lines. If the proposed trench for the water lines and the existing location of the utility lines are to become in conflict, the Contractor shall at his cost provide excavation and possible shoring up of the conflicting utilities, to allow for the trenching of the proposed water lines. The Contractor protect the existing utility lines at their expense and shall place the line back into its original alignment once the trench is being backfilled. It will be imperative that the contractor shall compact the trench so to not allow excessive settlement that could damage the exiting utility line.
   a) If shoring of lines is required, the Contractor shall notify the utility's owner of the process that is to take place at least 72 hours in advance to schedule inspections and assistance from the utility's owner. No separate payment, for the costs associated with this process, shall be made and shall be subsidiary to the other applicable costs.
4) Prior to beginning any construction, the contractor shall verify horizontal and vertical locations of all known existing utilities which will either be connected to, adjacent, or crossed, If there are any conflicts between proposed and existing utilities, or if the existing utilities are in any way different from what is shown on the drawings. It shall be the contractor's responsibility to notify the engineer before proceeding with any construction. The contractor shall work with the engineer in resolving such conflicts before proceeding with work.
5) When unlocated or incorrectly located underground piping, or a break located in the line, or other utilities and services are encountered during work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.
6) Contractor shall take all due precautions to protect existing facilities and features from damage during construction, including all features on private property (trees, landscaping irrigation, fences, etc.) and franchise utilities. Any damage to existing features that are not called to be removed shall be repaired or restored to conditions equal to or greater than those just prior to the beginning of construction, by the Contractor, at no additional cost to the owner.
7) Any work completed without prior written authorization which is not included in these plans and specifications will not be compensated by the Owner.
8) Protect mailboxes and other features located within the R.O.W. If features conflict with proposed construction, contractor shall remove, protect, and reinstall features accordingly (temporary mailboxes may be required). Protecting installed features is subsidiary to other bid items.
9) Contractor shall not store materials, equipment or other construction items on adjacent properties or ROW without the prior written consent of the property owner, the City, County and/or State (for within ROW).
10) The Contractor shall not place any waste materials in the 100-year Flood Plain without first obtaining an approved Flood Plain Permit.
11) The contractor shall protect all survey control during construction and be responsible for damaged control.
12) The contractor is responsible for performing all construction staking.
13) Contractor shall be responsible for protecting all property pins for the duration of construction. Any pins disturbed during construction shall be replaced by the contractor at no additional cost to the owner.
14) Contractor shall always maintain a clean construction site free from trash, litter, blowing debris, and silt runoff.
15) The contractor shall keep accurate records of all construction that deviates from the plans. The contractor shall furnish the Owner accurate 'Record Drawings' following completion of all construction.
16) When construction is being carried out within easements, the contractor shall confine their work within the permanent and any temporary easements. Prior to final acceptance, the contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the property owner and or Owner.
17) Contractor to trench in such a manner as to separate topsoil, stockpile, and place on top layer of trench.
18) When work requires a permit, the contractor shall follow the provisions of the permit.
19) Pre-Construction Site Video: Before the start of any construction. The Project shall be video recorded by the Contractor with one copy submitted to the Owner's Inspector. A pre-site video is to provide accurate documentation of the existing conditions.
20) Power Pole Bracing: Contractors should be advised that there are existing overhead utility poles along the project. Contractors should further be advised that if the distance from the outside face of a utility trench to the face of a utility pole is less than 5 feet, said utility pole is subject to bracing, based on a determination made by utility pole owner. Costs incurred by Contractor for bracing of these utility poles is made through a separate bid item, no additional payment shall be made. It is advisable for the Contractor to review the construction documents and visit the construction site to determine potential impacts.
21) Holiday Work: Contractors will not be allowed to perform work on Owner recognized holidays.
   a) Weekend Work: Contractors are required to notify the Owner/Project's Inspector 48 hours in advance to request weekend work. Submitted requests do not grant automatic acceptance of request.
   b) All work installed without holiday/weekend approval will be subject to be uncovered for proper inspection, at no additional cost to the Owner/Project.
22) The contractor shall be responsible for training his employees and subcontractors in the recognition and avoidance of unsafe conditions, and in the regulations and hazards which apply to the area in which the work will take place.
23) All contract work in these drawings shall be carried out in accordance with the latest editions of the following national codes and standards:
   a) International Building Codes, 2012 (IBS2012).
   b) American Society of Civil Engineers (ASCE) 7- 02.
   c) Occupational Safety and Health Administration (OSHA).
   d) National Fire Protection Association (NFPA).
   e) National Fire Code (NFC).
24) The Contractor shall dispose of all materials removed which are not to be reinstalled or salvaged on the project. Disposal of materials shall be the responsibility of the contractor.
25) Unless prior permission is obtained from the owner's representative, the contractor shall confine all construction activity, staging areas, etc., within the limits of construction.
26) Adequate barricades, warnings and lighting will be employed for safely and traffic flow. All work shall be done in accordance with the Texas Manual of Uniform Control Devices for Streets and Highways.
27) Excavations shall not be made during inclement weather. Water accumulation in excavations exceeding 1 inch shall be pumped out before concrete is placed.
28) The contractor shall be solely responsible for the design and implementation of a trench safely program. The contractor shall appoint a trench safely foreman who will always be on site while trenching or excavation is being performed. All excavations and backfill operations shall be in accordance with the latest OSHA excavation safely standards, OSHA 2226 and 29 CFR part 1926 subpart P. The contractor shall provide an excavation plan prepared by an engineer registered in the State of Texas. The excavation plan shall indicate the procedures to be used by the contractor to comply with the OSHA requirements. The excavation plan shall identify the "competent person" as required by paragraph 1926.651 (k)(i), within United States Department of Labor, that will work with each crew.
29) Contractor shall stay within the boundaries of easements at all times.
30) The contractor shall protect property from damage due to the progress of the work. Any damage to private property shall be repaired or replaced by the Contractor at his own expense.
31) The Contractor shall remove, replace, and restore to original condition, elevation, and location, all existing culverts, mailboxes, fences, and other existing improvements, including driveways and roads encountered during construct ion. All entrances shall be restored immediately. Ingress and egress to the property adjacent to construct ion shall be maintained by the Contractor.

Traffic Control Plan (TCP)

1) The Contractor shall be responsible to submit a traffic control plan for review. The plan shall be based upon applicable state requirements and established standards.
2) The Contractor will be required to keep traffic open during the utility crossings.
3) The Contractor is responsible to monitor the plan as the work progresses and submit modifications for review as needed.
4) The Contractor shall be responsible to ensure the Project's Engineer and Inspector a copy of the signed plan prior to beginning work.

Demolition Notes:

1) Existing pavement to be removed (HMAC and concrete pavement, curb, sidewalk, driveway aprons, etc.) Shall become property of the contractor and disposed of legally (base bid and alternate bid).
2) Contractor shall keep existing water and wastewater systems in service for the duration of the project while constructing proposed improvements.
3) Contractor shall saw-cut neat line where new pavement adjoins existing pavement to remain. Reference saw-cut notes below:
   a) HMAC paving: saw-cut neat line and place proposed HMAC flush with existing surface at limits.
   b) Curb & gutter: saw-cut neat line and dowel into existing curb & gutter at limits. Contractor to match flowlines.
   c) Driveway and sidewalks: saw-cut neat line and place expansion joint at limits.
4) All existing fences are to remain unless otherwise noted on the drawings. Any damage to fences shall be repaired to equal or better conditions, than that of those that existed just prior to the beginning of construction, at no additional cost to the owner.

Tree Protection Requirements:

1) Prior to construction, the contractor shall mark all trees that are to be protected (as indicated on plans or as directed by Owner) with clearly marked 4' tall orange barricade fence and signage to protect the area under the canopy drip line of any protected tree or group of protected trees. The drip line is the outer extent of any branching and or leaves. At select trees, as shown on the plans or directed by the Owner, the tree protection limits may encroach within the dripline to accommodate construction. Do not exceed 24" ground penetration with support stakes at any location.
2) During construction, the contractor shall:
   a) Prohibit employees and equipment from accessing areas within tree protection limits.
   b) Prohibit cleaning of equipment or storage of materials and disposal of any waste material, including, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., within tree protection limits.
   c) Prohibit attachments or wires of any kind, other than those of a protective nature, to any protected tree.
   d) Prohibit the disturbance of existing ground grades within tree protection limits.
3) If roots are exposed when performing excavations near protected trees, roots shall be cut cleanly at 90-degree angles (no ripping, tearing, or pulling).
4) All trees to be removed shall be marked in the field and reviewed with the engineer and owner prior to removal.
5) Contractor may be financially responsible for trees damaged due to contractor's neglect.
6) When directed by owner, contractor shall trim trees. This work is subsidiary to the applicable items. Remove all limbs to a point 10 feet above natural ground (or 18' above pavement) utilizing the following steps:
   i) Cut 1/3 through bottom of limb 8" to 12" away from main stem or trunk
   ii) Remove limb 4" to 6" beyond the first cut
   iii) Remove stump with a smooth cut so that trace collar of the removed limb protrudes approximately ½" from main stem or trunk.

Paving Construction Notes:

1) Contractor shall protect all existing and or proposed water, wastewater, and storm drain facilities throughout paving operations. Contractor shall replace any facilities damaged during paving operations at no additional cost to the Owner. All manholes and valves falling within pavement area shall be adjusted to finished grade and shall be subsidiary to other bid items.
2) Contractor shall match existing driveway/sidewalk with exposed aggregate finish, if applicable.
3) Contractor shall protect all adjoining pavement during construction. Damages shall be prepared at contractor's expense.
4) Asphalt pavement and/or concrete items shall be saw- cut where existing asphalt pavement or a concrete item is being partially removed. These cuts shall be vertical and made with a saw (1- 1/ 2" deep).
5) At a minimum, pavement repair shall consist of 2" of HMAC and 12" of concrete subgrade If the existing pavement section is found to be thicker, the pavement the repair section shall be increased to match the existing section.
6) Unless noted otherwise, concrete for rip- rap, sidewalks and other miscellaneous site structures and/or site flatwork shall be normal weight and shall attain a minimum 28- day compressive strength of 3,000 psi. Use gray Portland cement conforming to ASTM c 150 Type 1. Minimum cement content shall be 4 sacks per cubic yard. Maximum water cement ratio shall be 0.50. Maximum slump shall be 5 inches. Maximum aggregate size shall be I ½ ". Provide 4 to 6 percent air- entrainment, conforming to ASTM C260. Chemical admixtures shall conform to ASTM C494, type a, d, or e. If flyash is to be used in the concrete mix, it shall be included in the mi x design submittal. The amount of fly ash used shall be no greater than 15 to 20 percent by weight of the specified cement. In no case shall the Portland cement content of the mix be less than 4 sacks per yard. Concrete shall not be placed prior to approval of the concrete mix design by the engineer.
7) Reinforcing steel shall be new domestic deformed billet steel, conforming to ASTM A615, grade 60. Welded wire fabric shall conform to ASTM a185, grade 60 and shall be supplied in flat sheets only, and only used if approved by the applicable governmental entity.
8) The paint for pavement markings shall meet the requirements of FED spec TT-P- 85. The paint may be used with or without reflective media. The painting shall be performed only when all the following conditions are satisfied:
   a) The existing surface is dry and clean
   b) When the atmospheric temperature is 40° F and rising
   c) When the weather is not excessively windy, dusty, or foggy
9) A minimum of 28- days shall elapse between the placement of the asphalt or concrete surface and the application of the pavement paint/ markings. The paint shall not bleed excessively, curl or discolor when applied to asphalt surfaces.

Water Construction Notes:

1) Contractor shall keep existing water main and private service lines in service while constructing proposed water system. Contractor shall construct as much proposed waterline as possible prior to tying into existing main and reconnecting services.
   a) Temporary water services to meters may be required in some locations, and the cost of such shall be subsidiary to the cost of the applicable line work.
2) The Contractor is hereby notified that connecting to, shutting down, or termination existing utility lines, may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.
3) Pipe material for water mains shall be as required for the project. PVC (AWWA C-900/905, min. class 200), Ductile Iron (AWWA C-150/151, min. Class 200), or Spiral Welded Steel Pipe (AWWA C200, min. Class 200). Water services (2" or less) shall be polyethylene tubing (200 psi, DR 9).
4) The Contractor shall not operate any existing valves without the approval of the utility's Owner.
5) Contractor shall locate, verify, and protect the working conditions of all existing private service lines, including meters, lines, etc... Contractor shall employ a licensed plumber to perform all reconstruction of the private side of the meter and verify the system is operational. The contractor shall remove, adjust, reinstall, and/or replace service lines, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing service lines shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.
6) Line flushing or any activity using a large quantity of water must be scheduled with the Owner.
7) The Contractor, at his expense, shall perform disinfection of all potable water lines constructed and shall provide all equipment (including test gauges), supplies (including concentrated chlorine disinfecting material), and necessary labor required for the disinfection procedure. The disinfection procedure shall be monitored by the Projects Inspector. Water samples will be collected by the Owner/Inspector to verify each treated line has attained an initial chlorine concentration of 50 ppm.
8) At the Contractor's request, and in his presence, samples for bacteriological testing will be collected by the Owner/Inspector no less than 24 hours after the treated line has been flushed of the concentrated chlorine solution and charged with water approved by the Owner. The Contractor shall pay invoices, to cover the fee charged for testing each water sample.
9) Where means of flushing is necessary, the Contractor, at his expense, shall provide flushing devices and remove said devices prior to final acceptance by the Owner.
10) All excess excavated material, not suitable for backfill is to be removed and disposed of by the contractor.
11) All salvaged equipment, if owner desires, shall be remain the property of the owner and shall be delivered to a location of their choosing. Otherwise, it and all pipe, fittings, poles, fencing, electrical boxes, wires, etc... Shall become the property of the contractor, shall be removed from the project, and shall be considered in the bid price, unless otherwise noted. Disposal of equipment shall not be in violation of city, state, or federal laws.
12) Water valve covers, fire hydrants, etc., shall be raised to finished pavement grade at the Contractor's expense. All utility adjustments shall be completed once finish grade has been achieved.
13) All bends and changes in direction on water mains shall be restrained and thrust blocked
14) Fire hydrant leads shall be restrained ductile iron pipe (AWWA C-100, min. class 200).
15) All ductile iron pipe and fittings shall be wrapped with minimum 8-mil polyethylene and sealed with tape accepted by the pipe/fitting manufacturer.
16) All water lines shall be completed and in place including all bends, blocks, fittings, services, and appurtenances before pressure testing.
17) Existing gate valves, that are to be removed and/or abandoned, shall be completely removed if the operation nut is within 18" to top of the ground, topsoil shall be placed to fill void. If the operation nut is deeper than 19" then the contractor shall remove the valve stack and place topsoil to fill void created.
18) Prior to tie-ins, any shutdowns of existing mains of any size must be coordinated with the Owner and Project's Inspector at least one week or more in advance of the shutdown. The Contractor must also provide a sequence of work as related to the tie-ins; this is at no additional cost to the project and it is the responsibility of the Contractor to sequence the work accordingly.
19) Contractor shall obtain the necessary fittings required to connect existing and proposed pipelines in a manner that is approved by the fitting/pipeline manufacturers, and at no additional cost to the Owner.
20) In locations where a vertical change in elevation occurs with the utilization of bends, that contractor shall restrain joints for a distance as required by the soil conditions prior to initial fitting, and past last fitting used for the vertical change. The use of restrained joints does not eliminate the need for thrust blocking.
21) If during the construction process additional water services are discovered that are connected to a line that is to be abandoned, the contractor shall notify the Project's Inspector and the Project Engineer for direction on how to proceed with the reconnection of the service.

Drainage Construction Notes:

1) Prior to final acceptance, all new or existing drainage structures and extensions shall be cleaned by the contractor (subsidiary).
2) Contractor may provide pre-cast or cast-in-place box culverts.
3) Joints between pre-cast concrete box culverts shall be pre-formed flexible joint sealants as described in TxDOT specifications.
4) Place non-erodible material (pneumatically placed concrete, cement stabilized sand, etc.) On channel bottom and side slopes at temporary culvert/storm drain ends to minimize erosion, as directed by owner (subsidiary).
5) Welds are not allowed to splice safety pipe runners; must be one continuous pipe.

Trench Safety Notes:

1) In accordance with the laws of the state of Texas and the U.S. Occupational Safety and Health Administrations Regulations, all trenches over 5 feet in depth in either hard and stable or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected. Trench safety systems to be utilized for this project shall be provided by the contractor.
2) In accordance with the U.S Occupational Safety and Health Administration regulations, when employees are required to be in trenches 4 feet deep or more, adequate means of exit such as ladder or steps, must be provided and locates so as to require no more than 25 feet of lateral travel.

Storm Water Pollution Prevention Plan (SWPPP)

1) The Contractor shall submit a SWPPP for review. The Plans shall be based upon applicable City, State, and Federal requirements and established standards.
2) The Contractor is responsible to monito the plan as the work progresses and submit modifications for review as needed.
3) The Contractor is responsible to ensure the Project's Engineer and Inspector has been provided a copy of the signed plans prior to beginning work.
4) The SWPPP Best Management Practices (BMPs) approved must be installed prior to and excavation activities.

Irrigation Revegetation and Slope Stabilization Notes:

1) Contractor shall locate, verify, and protect the working conditions of all existing irrigation systems, including meters, lines, and heads. Contractor shall employ a licensed irrigation installer or plumber to perform all reconstruction of irrigation systems and verify the system is operational. The contractor shall remove, adjust, and reinstall irrigation systems back to good condition; replace irrigation systems, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing irrigation systems shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.
2) Provide temporary vegetation and watering as part of contractor's stormwater pollution prevention plan implementation.
3) All disturbed areas shall be permanently revegetated unless the location is utilized as a cultivated field. Payment includes watering necessary to fully establish vegetation. Contractor shall check regularly to verify that coverage is properly established and maintained.
4) Contractor shall be responsible for mowing within project limits throughout construction, as directed by owner (subsidiary).
5) The following guidance shall be used for permanent vegetation and soil stabilization:
   a) At established lawns, place solid block sod matching existing grass type (Bermuda or St. Augustine).
   b) Between back of curb and edge of sidewalk, place solid block sod (Bermuda).
   c) Roadway side slopes (non-ditch areas):
   i) If steeper than 6: 1, place soil retention blanket (spray-on application allowed) and Bermuda seed.
   ii) If 6: 1 or flatter, place Bermuda seed.
   d) Ditch channel side slopes:
   i) Place Bermuda seed in all disturbed areas.
   ii) If shown on plans, place flexible channel liner.
   iii) For all other locations:
      (1) If steeper than 6: 1, place soil retention blanket (non-spray application) and Bermuda seed.
      (2) If 6: 1 or flatter, place Bermuda seed.
   e) All soil retention blanket shall be class 1 type a per TxDOT item 169.
   f) All flexible channel liner shall be class 2 type g per TxDOT item 169.
6) For broadcast seed rate, refer to specifications
7) Broadcast seed shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 10 gallons per square yard. Until the grass in uniformly 1 inch in height. Sod shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 6 gallons per square yard weekly until the grass in uniformly 2 inches in height. When allowed by engineer, watering may be postponed for one week when rainfall of 1 inch or greater occurs on the site. Do not cause damage by over watering.
8) Prior to placing block sod, contractor shall blade and rake smooth topsoil. Sod shall not be placed such that it impedes drainage runoff.

Special Notes:

1) Owner shall be responsible for materials testing in accordance with applicable specifications. Contractor shall coordinate testing with owner and testing agency. Contractor shall bear the cost for re-tests due to failing tests.
2) Stockpile all topsoil removed from project separate from other cut/fill materials. Utilize stockpiled topsoil to finalize grades in disturbed areas.
3) Contractor shall keep drainage structures and ditches free from obstructions during times when weather conditions require its use to convey runoff.
   a) Contractor shall verify that temporary of final grading shall not adversely affect surrounding/adjoining properties.
   i) Tract 120 expressed concerns about the potential of flooding.
4) Excavation in existing driveways shall be backfilled and repaired to existing condition.
5) Contractor shall shape embedment material to accommodate the belled joints of pipes to insure support throughout their lengths. Belled joints shall have a minimum of 2" of fill beneath them.
6) If excavated material is not acceptable to the engineer for backfill, the contractor shall provide select import material as required. All backfill material is subsidiary to the price of pipe in place.
7) Max joint deflection shall be half the manufacturer recommended maximum.
8) Contractor shall adjust, repair, or reconstruct residential services (not already specifically called on the plans) as necessary. Payment shall be subsidiary to installation of pipeline & not an additional pay item.

Construction Sequencing:

1) Mobilization.
2) Temporary traffic control.
3) Storm water pollution prevention plan and implementation.
4) Clearing and stripping of the work corridor to limits indicated on the plans.
5) Exploratory excavation of existing pipe.
6) Connection of the new water line pipe to the existing water line at the beginning
7) Installation of pipe along the Projects pathway, utilizing both the private easement and County/State ROW. Along with the installation of water transmission line appurtenances including valves, fittings, restrained joints, thrust and anchor blocks, polyvinyl wrapping, air/ vacuum release valves and vaults, blow- off/ flush valve assemblies and vaults, flush hydrants, pipe markers, tracing wire, detection tape, and driveway and county road repairs.
8) Trench safety, excavation, bedding and backfill.
9) Fence repair and access gate installation.
10) Seeding of disturbed acreage.

REVISION DESCRIPTION	DATE	BY	CKD

Jonah Water S.U.D.

Williamson County, Texas

2020 - SH 29; Corridor "C", Utility Adjustments

general notes

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

STATE OF TEXAS
MILES W WHITNEY
115154
LICENSED
PROFESSIONAL
ENGINEER

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APPROVED:

DATE:
5/6/2022

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET G1

Item No.	Item Description	1	2	3	4	Project Totals
1	16" C-905, DR-18 PVC Pipe; w/ Tracer Wire; Installed			7		7
2	12" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	212				212
3	6" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	42				42
4	4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed		350	155	732	1,237
5	24" Steel Enc. Pipe, Open Cut with 16" C-905, DR-18 RJ Carrier Pipe; Installed			545		545
6	20" Steel Enc. Pipe, Open Cut with 12" C-905, DR-18 RJ Carrier Pipe; Installed	160				160
7	8" Steel Enc. Pipe, Open Cut with 4" C-905, DR-18 RJ Carrier Pipe; Installed			545		545
8	16" Gate Valve, Box, and Marker; Installed			2		2
9	12" Gate Valve, Box, and Marker; Installed	2				2
10	6" Gate Valve, Box, and Marker; Installed	3				3
11	4" Gate Valve, Box, and Marker; Installed		1	2	1	4
12	Air/Vacuum Relief Valve and Marker; Installed			1		1
13	Connect New 6" to Existing 6"; Installed	1				1
14	Connect New 6" to Existing 5"; Installed	2				2
15	Connect Existing 4" to New 1.5"; Installed		1		1	2
16	16" Capped Stub Out; Installed			2		2
17	12" Capped Stub Out; Installed	2				2
18	Cap Existing 5" Waterline; Installed	2				2
19	Cap Existing 1.5" Waterline; Installed		1		1	2
20	Install New Flush Valve Assembly; Installed				1	1
21	Install New Fire Hydrants Assembly; Installed	1				1
22	Trench Safety	414	350	1252	732	2,748
23	Storm Water Pollution Prevention Plan Design and Implementation					1
24	Traffic Control Plan Development and Implementation					1
25	Mobilization (Not to Exceed 10% of Total Project Bid)					1

REVISION DESCRIPTION | DATE | BY | CKD

Jonah Water S.U.D.
Williamson County, Texas
2020 - SH 29; Corridor "C"; Utility Adjustments
project take-off

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

STATE OF TEXAS · MILES W WHITNEY · 116154 · LICENSED · PROFESSIONAL ENGINEER

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DATE: 5/19/22

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T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET G2

EXISTING LEGEND

EDGE OF ROAD	FENCE POST
OVERHEAD LINE	WELL
DIRT ROAD	MARKER
UNDERGROUND CALBE	CLEAN OUT
WATERLINE	WATER METER
FENCE	WATER VALVE
FIBER OPTIC CABLE	BOLLARD
PETROLEUM LINE	GUARD RAIL POST
GAS LINE	VENT
TELEPHONE LINE	STORM MANHOLE
WATERLINE EASEMENT	SEWER MANHOLE
SIGN	FIRE HYDRANT
POWER POLE	WATER VAULT
GUY	BORE LOCATION
	TELEPHONE
	ELECTRIC STRUCTURE

PROPOSED LEGEND

A-1+00	WATERLINE W/ STATIONING
A-45+00	CASING W/ CARRIER PIPE
	TEMPORARY CONSTRUCTION EASEMENT (TCE)
SF SF	SILT FENCE
	BLOW OFF VALVE ASSEMBLY
	AIR/VACUUM RELIEF ASSEMBLY
	GATE VALVE
	FIRE HYDRANT
	WATERLINE MARKER



REVISION DESCRIPTION	DATE	BY	CKD

Jonah Water S.U.D.

Williamson County, Texas

2020 - SH 29; Corridor "C", Utility Adjustments

key map

DESIGN: MWW
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CKD: MWW
SEAL:

STATE OF TEXAS
MILES W WHITNEY
119154
REGISTERED
PROFESSIONAL
ENGINEER

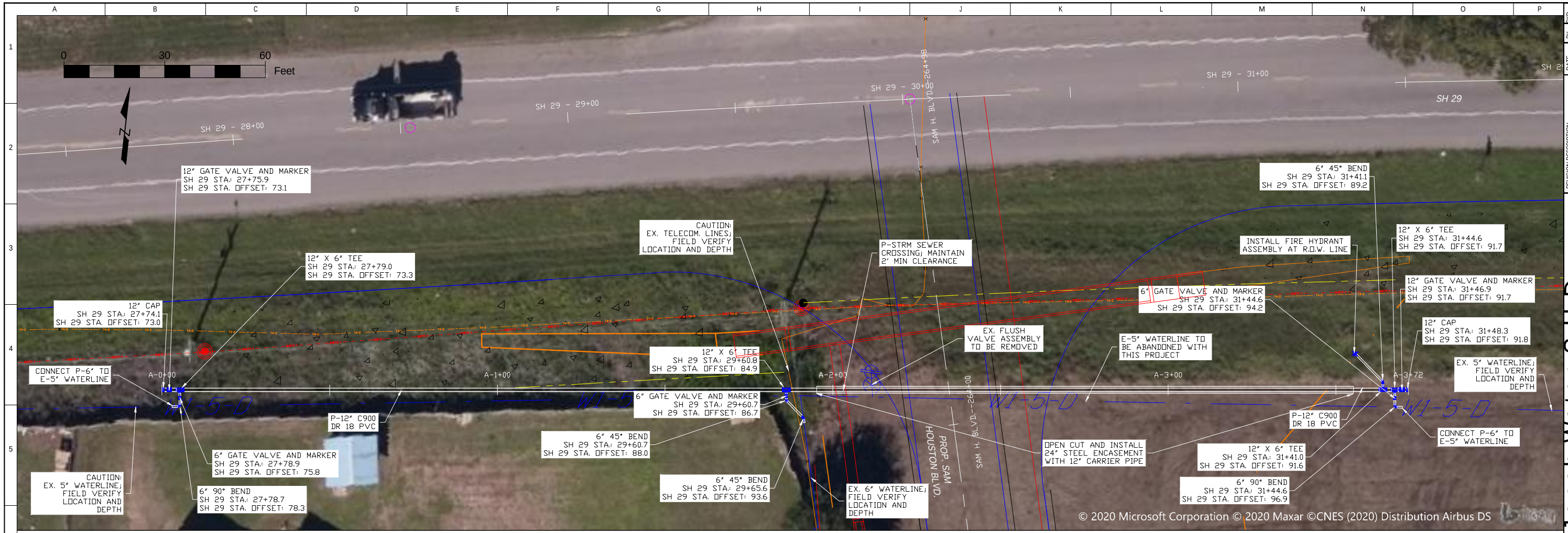
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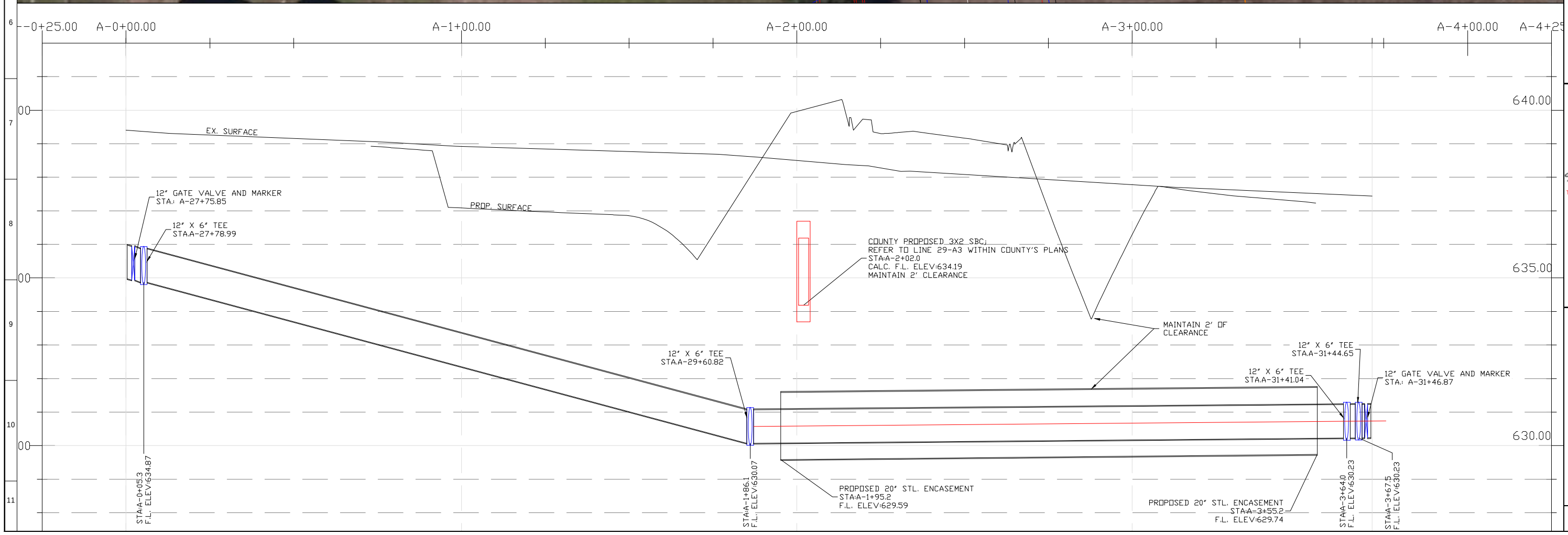
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T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET K1





REVISION DESCRIPTION	DATE	BY	CKD

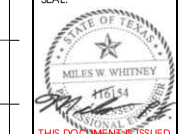
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Williamson County, Texas

2020 - SH 29; Corridor "C", Utility Adjustments

SH 29 INTERSECTION

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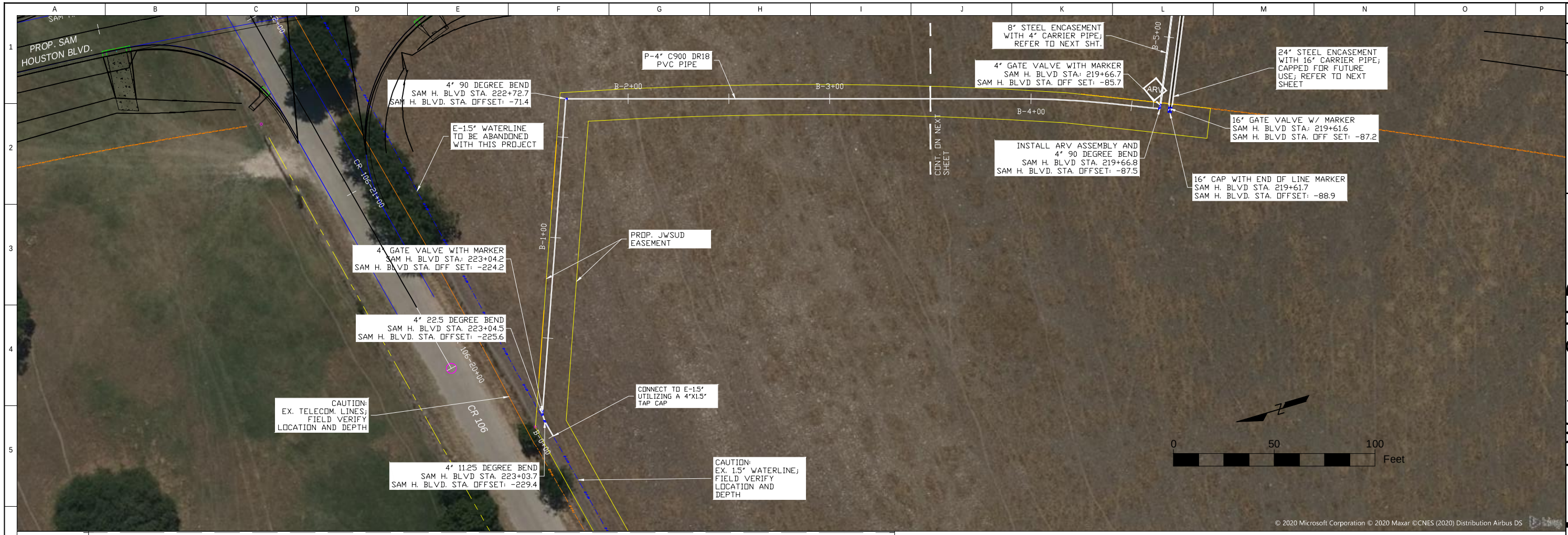
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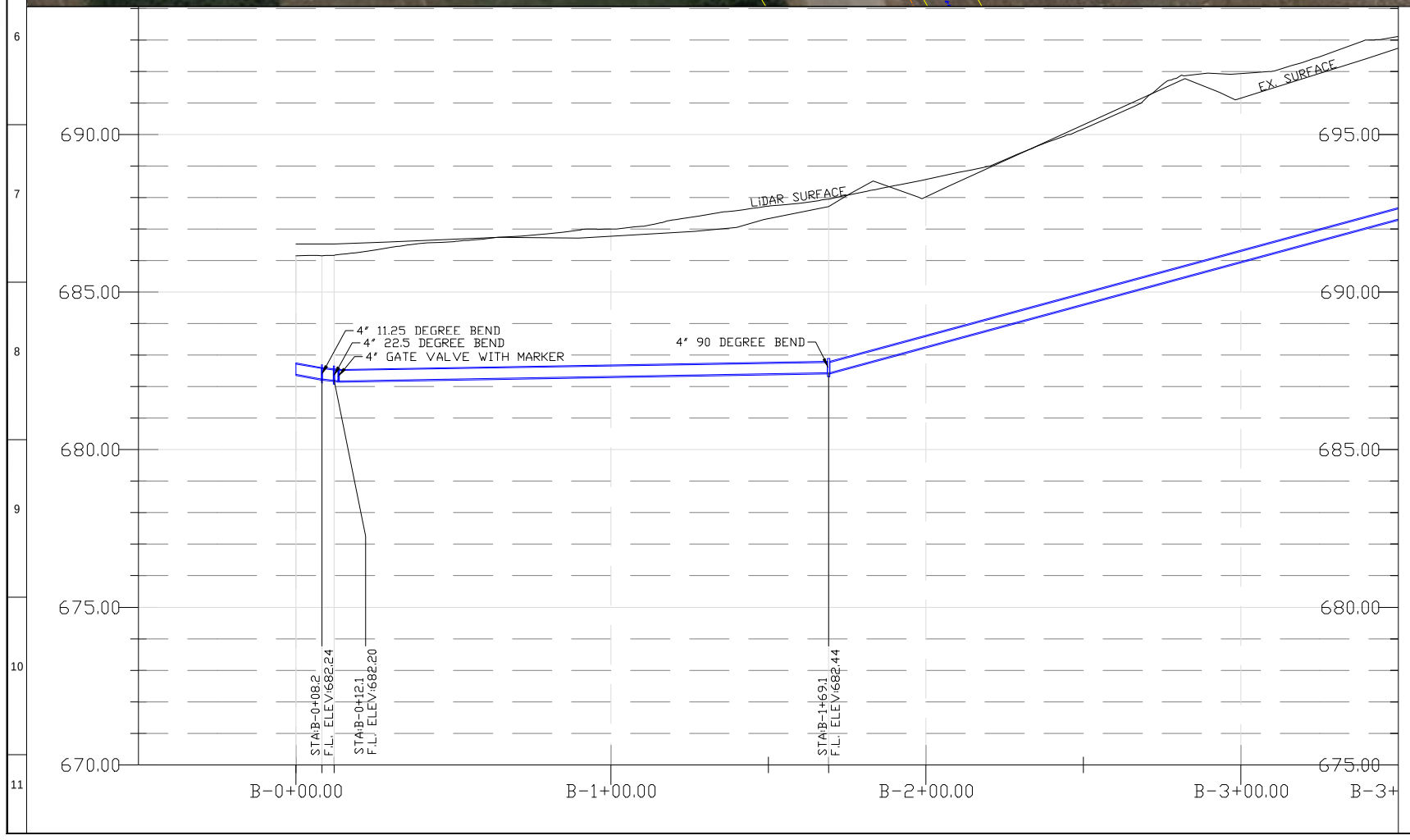
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DATE: 7/21/20

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 1





REVISION DESCRIPTION	DATE	BY	CKD

Jonah Water S.U.D.

Williamson County, Texas

2020 - SH 29; Corridor "C", Utility Adjustments

STA. B-0+00 TO B-3+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

STATE OF TEXAS
MILES W WHITNEY
115144
LICENSED
PROFESSIONAL ENGINEER

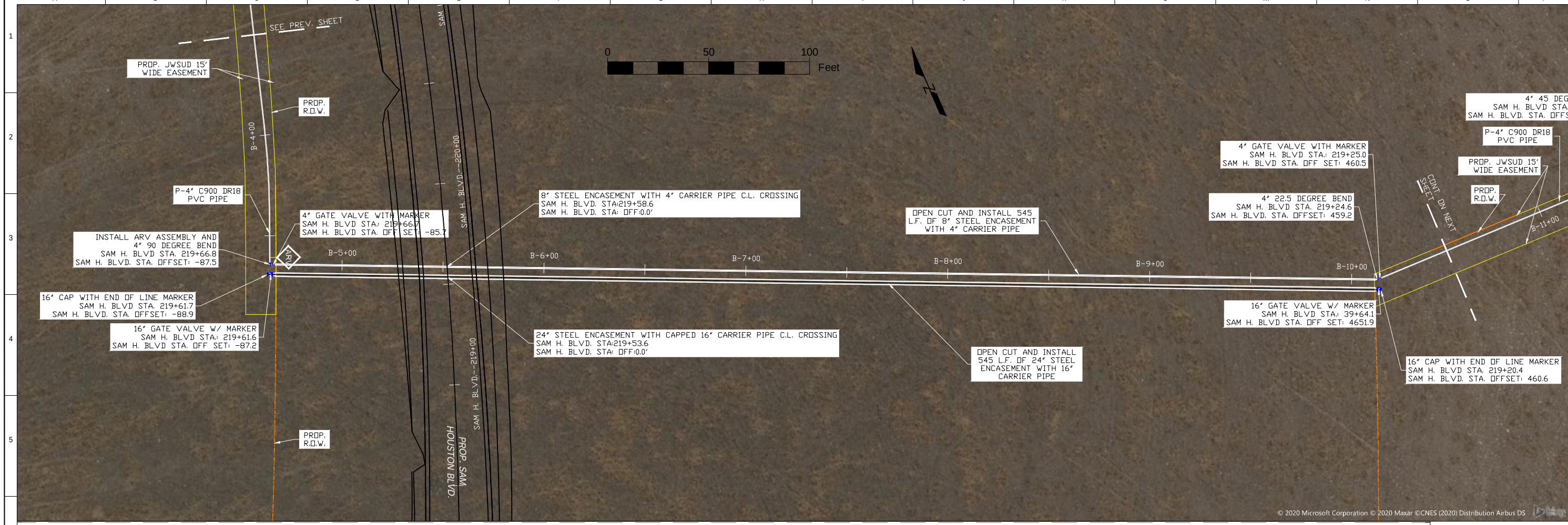
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T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 2



REVISION DESCRIPTION	DATE	BY	CKD

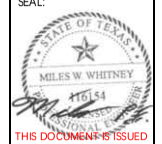
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Williamson County, Texas

2020 - SH 29; Corridor "C", Utility Adjustments

STA. B-3+50 TO B-10+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

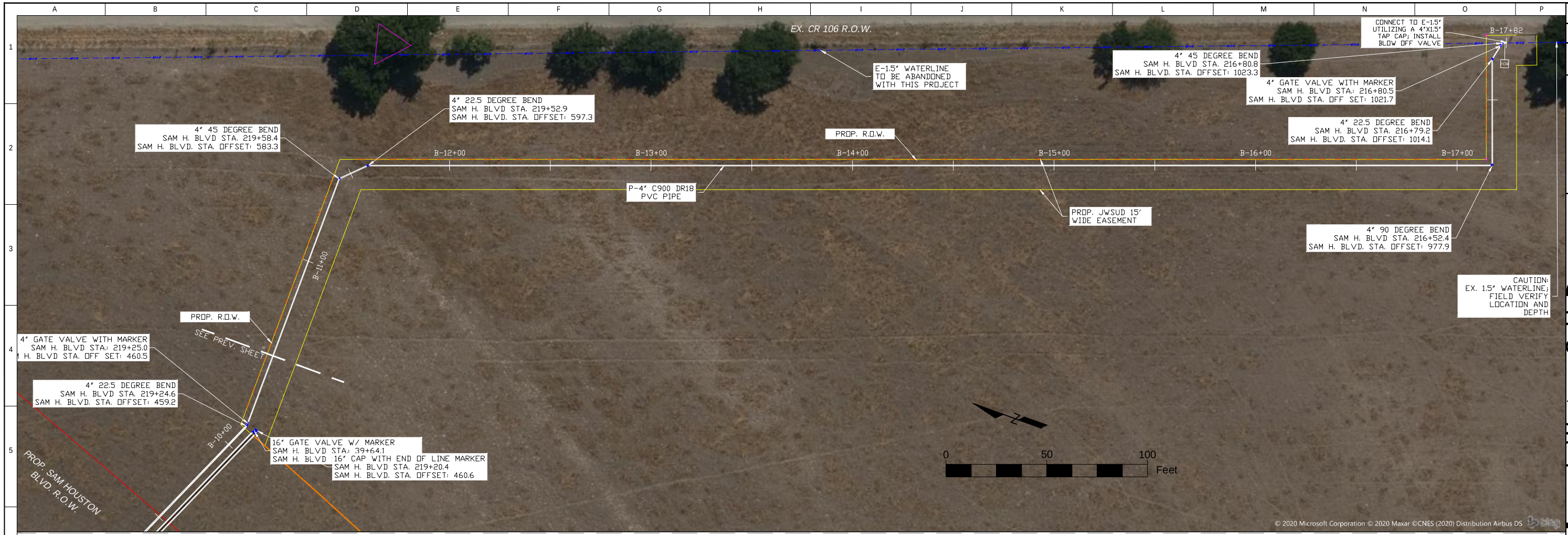


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APPROVED:

DATE: 7/21/20

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco,TX 76702
Ph. 254-744-3439



REVISION DESCRIPTION	DATE	BY	CKD

Jonah Water S.U.D.

Williamson County, Texas

2020 - SH 29; Corridor "C", Utility Adjustments

STA. B-10+50 TO B-17+82

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

STATE OF TEXAS · MILES W. WHITNEY · 127154 · LICENSED PROFESSIONAL ENGINEER

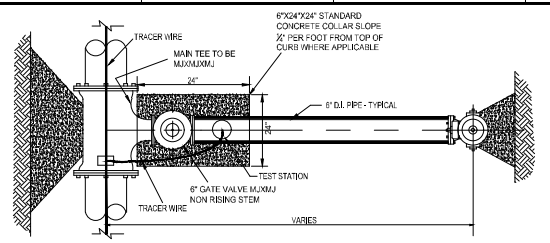
THIS DOCUMENT IS ISSUED FOR BIDDING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION

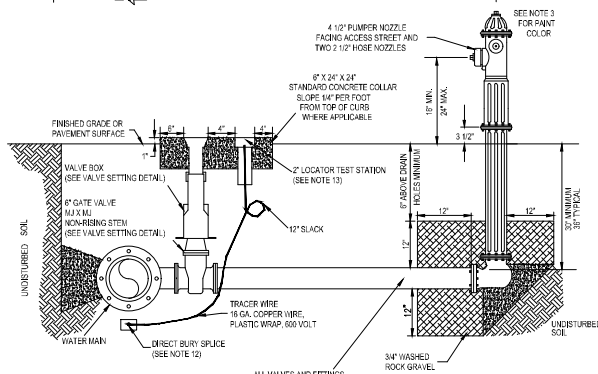
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SHEET 4





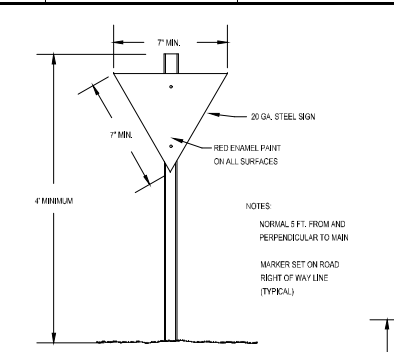
NOTE:
1. FIRE HYDRANT SHALL BE INSTALLED ON SAME SIDE OF ROAD AS WATER MAIN.
2. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
3. ALL FIRE HYDRANT EXTERIORS SHALL BE FACTORY PRIMED AND PAINTED RED USING A HIGH GRADE ENAMEL.
4. HEEL AND THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
5. THE ONLY FIRE HYDRANTS ACCEPTABLE ARE:
   5.1. AMERICAN DARLING - B84B
   5.2. CLOW
   5.3. KENNEDY - K81A
   5.4. EAST JORDAN IRON WORKS - SCC250 HYDRANT
6. DOUBLE BLUE REFLECTOR "HYE-LITE" BRAND, MANUFACTURED BY PAVEMENT MARKERS INC, TO BE INSTALLED AT 1' OFFSET FROM CENTER OF STREET TOWARDS AND PERPENDICULAR TO HYDRANT.
7. TEST STATION SHALL BE HANDLEY INDUSTRIES INC. - 2 INCH CATHODIC TEST STATIONS OR APPROVED EQUAL.
8. THE 15" ABS PLASTIC BOX SHALL BE A FLANGED TOP FOR INSTALLATION AT GROUND LEVEL.
9. ALL TERMINALS ARE TO BE MADE OF SOLID BRASS.
10. PLASTIC LIDS SHALL BE COLOR BLUE AND MARKED "WATER".
11. TEST TERMINALS ARE TO BE INCORPORATED WITH HANDLEY VALVE BOXES.
12. BURY SPLICE SHALL BE 3M DIRECT BURY SPLICE (DBR) OR APPROVED EQUAL.
13. TEST STATIONS SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION, AND LINE GATE VALVES, ONLY ONE TEST STATION IS REQUIRED AT A VALVE CLUSTER OF TWO OR MORE.
14. HYDRANT SHALL BE GREASED WITH FOOD GRADE APPROVED LUBRICANT.
15. WHERE NECESSARY, SWIVEL-LOCK PIPING CAN BE USED BETWEEN TEE AND VALVE, OR VALVE AND HYDRANT.

REVISION NOTE: SEPTEMBER 27, 2017

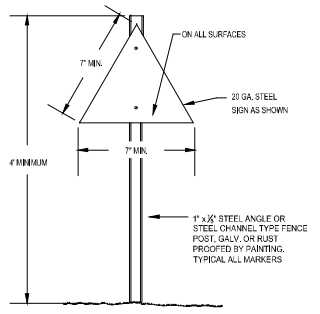
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TYPICAL FIRE HYDRANT, TRACER WIRE, AND TEST STATION DETAIL

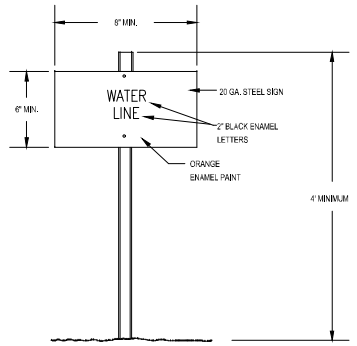
DRAWING NAME: W02
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



TYPE 1



TYPE 2



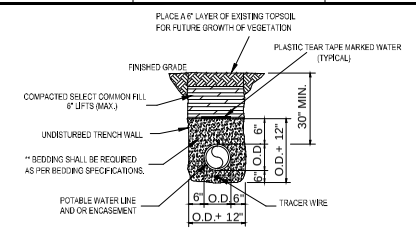
TYPE 3

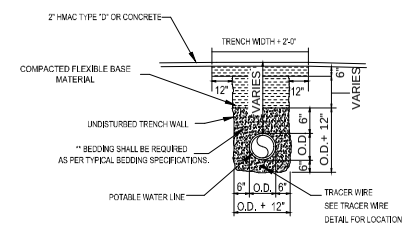
REVISION NOTE: APRIL 3, 2014

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

MARKERS
TYPE 1, 2, & 3

DRAWING NAME: W03
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: APPROVED BY:





NOTES:
1. TRE PLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. FLEXIBLE BASE MATERIAL TYPE B (TYPICAL), SHALL BE PLACED IN MULTIPLE LIFTS NOT TO EXCEED 6", EACH LAYER SHALL BE THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY, VERIFY BASE MATERIAL WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
6. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL IF PERMITTED BY CITY OR COUNTY (SEE APPLICABLE CITY OR COUNTY FLOWABLE BACKFILL SPECIFICATION).

** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-85
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
96-100	-
-	100

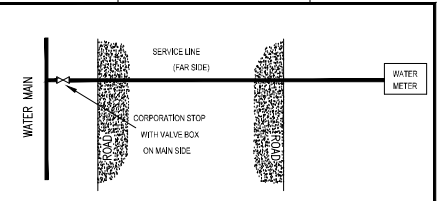
NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:
12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 48" MINIMUM COVER

REVISION NOTE: MARCH 10, 2014

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

20" AND SMALLER WATER MAIN, TRENCH & EMBEDMENT DETAIL

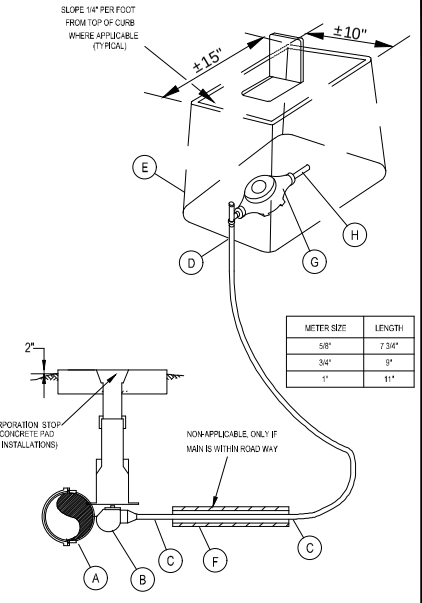
DRAWING NAME: W04
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



MATERIALS LIST

A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 8".
B. 1" CORPORATION STOP W/ GATE VALVE OPERATING NUT – SERVICE PIPE OUTLET .
C. 1" SERVICE PIPE.
D. ANGLE METER STOP, SERVICE PIPE INLET X SWIVEL COUPLING NUT OUTLET:
   D.A. FOR 5/8" AND 3/4" METERS 1" X 3/4"
   D.B. FOR 1" METERS 1" X 1"
E. DFW PLASTICS, INC METER BOX (DFW37C-12-BODY) WITH DFW PLASTICS, INC. METER LID (REFER TO LID DETAIL W16)
F. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE).
G. WATER METER
H. WATER METER COUPLING MALE I.P.T. X SWIVEL COUPLING
   H.A. FOR 5/8" AND 3/4" METERS 3/4" X 8 1/2" LONG.
   H.B. FOR 1" METERS 1" X 8 1/2" LONG

NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE, IT MAY BE 150 PSI ANNEALED, SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (IPS9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
5. BRASS SHALL ONLY BE FORD.
6. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID



REVISION NOTE: 3/17/2020

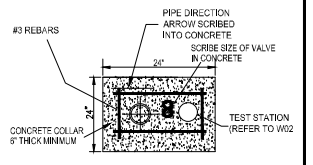
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

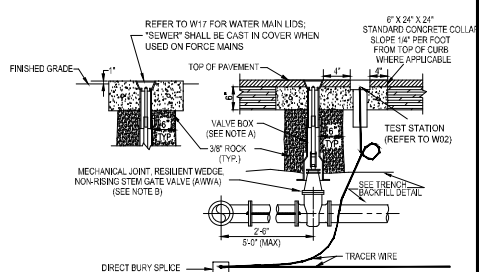
STANDARD INSTALLATION DETAIL FOR ONE ¾", 2", OR 1" METERS

DRAWING NAME: W05
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 95% MAXIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6 1/2") INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TEST SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OF THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF TxDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO JWSUD. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER AASHTO T-180 SPECIFICATIONS.
6. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
7. SELECT MATERIAL TYPE B:
   7.1. TxDOT TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 98% OF ASTM D-698 AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE S.U.D. INSPECTOR.

NOTES:
A. VALVE BOX SHALL BE EAST JORDAN IRON WORKS SERIES 8550 TWO PIECE SCREW TYPE OR APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF +/- 6 INCHES FROM INSTALLED FINISH GRADE.
B. 2. ACCEPTABLE GATE VALVES ARE:
   B.1. AMERICAN FLOW CONTROL - SERIES 2500
   B.2. MUELLER - 2360 SERIES
   B.3. EAST JORDAN IRON WORKS
   B.4. CLOW
C. FOR IN LINE VALVES, USE MECHANICAL JOINT WITH "MEGALUG" RESTRAINTS (OR APPROVED EQUAL) ON EACH SIDE OF VALVE.
D. IF THE TOP OF THE VALVE OPERATING NUT IS MORE THAN 3 FT. BELOW THE FINISHED SURFACE, A OPERATING STEM EXTENSION SHALL BE INSTALLED TO BRING THE OPERATING NUT TO WITHIN 3 FT. OF THE FINISHED SURFACE.
E. VALVE OPERATING NUTS MORE THAN 3 FT. BELOW THE GROUND SURFACE ELEVATION SHALL BE EXTENDED TO BE 2 FT. BELOW GROUND.
F. REFER TO DETAIL W02 FOR TEST STATION REQUIREMENTS.
G. REFER TO DETAIL W09 FOR THRUST BLOCKING AND JOINT RESTRAINT REQUIREMENTS.



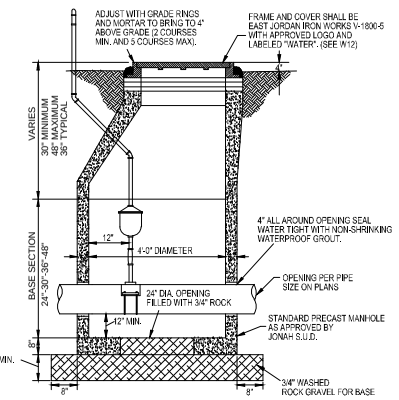


REVISION NOTE: 4/25/2016

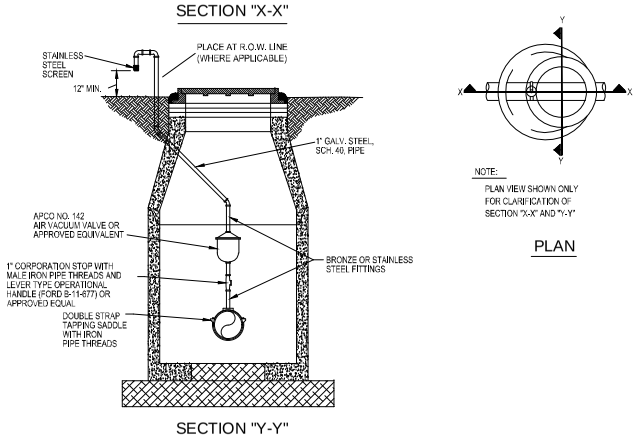
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TYPICAL VALVE SETTING

DRAWING NAME: W07
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



SECTION "X-X"



SECTION "Y-Y"

NOTE:
PLAN VIEW SHOWN ONLY FOR CLARIFICATION OF SECTION "X-X" AND "Y-Y"

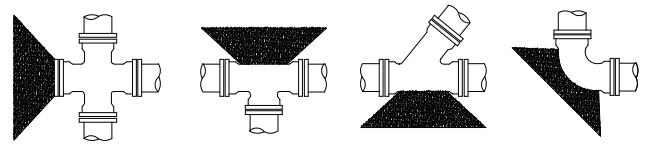
PLAN

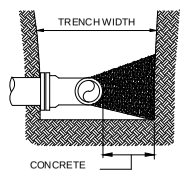
REVISION NOTE: 3/8/18

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

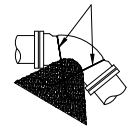
1½" AND SMALLER WATER MAIN, STANDARD AIR RELEASE VALVE FOR WATER MAIN DETAIL

DRAWING NAME: W08
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.





TYPICAL SECTION



*DEADMAN

ALL THRUST BLOCKING SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY JWSUD PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY JWSUD PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS, FOR PRESSURE MAINS TWO INCHES (2") AND GREATER, CONCRETE SHALL HAVE 2500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS, AREA OF CONTACT SHALL BE COVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC. BY COVERING WITH VISQUEEN OR OTHER ACCEPTABLE MATERIAL CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.

PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	VALUES ARE FOR 90 BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.6 SQ. FT.	24"	53.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

*THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

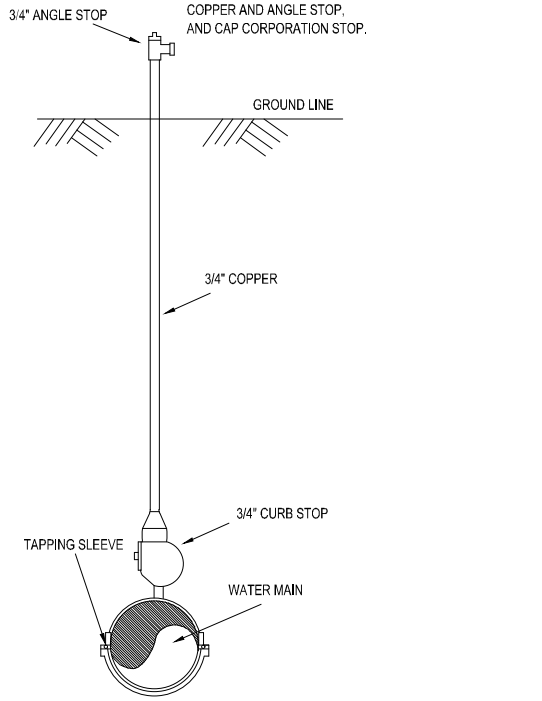
NOTE:
- ALL 3" AND LARGER ELLS, TEES AND BENDS SHALL BE MJ DUCTILE IRON FITTINGS WITH "MEGALUG" OR APPROVED EQUAL JOINT RESTRAINTS - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED. JOINT RESTRAINTS SHALL ALSO BE USED FOR ANY PIPE LENGTH LESS THAN ONE FULL PIPE JOINT AWAY FROM EACH M.J. FITTING.
- ALL 2-1/2" AND SMALLER CAPS, ELLS, TEES AND 45° BENDS SHALL BE HARCO PUSH-ON DUCTILE IRON FITTINGS WITH KNUCKLE JOINT RESTRAINT OR APPROVED EQUAL - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED.
- OTHER THRUST BLOCKING DIMENSIONS ACCEPTED IF DESIGNED BY LICENSED ENGINEER.

REVISION NOTE: JANUARY 13, 2017

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAINS DETAIL

DRAWING NAME: W09
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



REVISION NOTE:

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TEMPORARY SAMPLING TEST STATION

DRAWING NAME: W10
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

REVISION DESCRIPTION | DATE | BY | CKD

Jonah Water S.U.D.
Williamson County, Texas
2020 - SH 29; Corridor "C", Utility Adjustments
DETAILS

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:



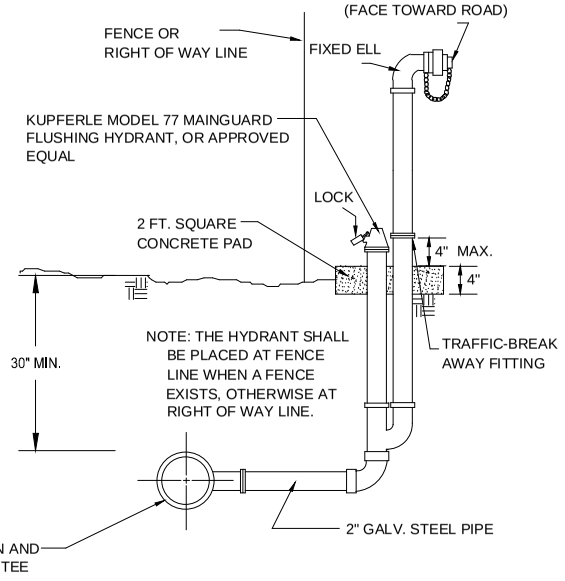
THIS DOCUMENT IS ISSUED FOR BIDDING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION

APPROVED:

DATE: 7/21/20

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

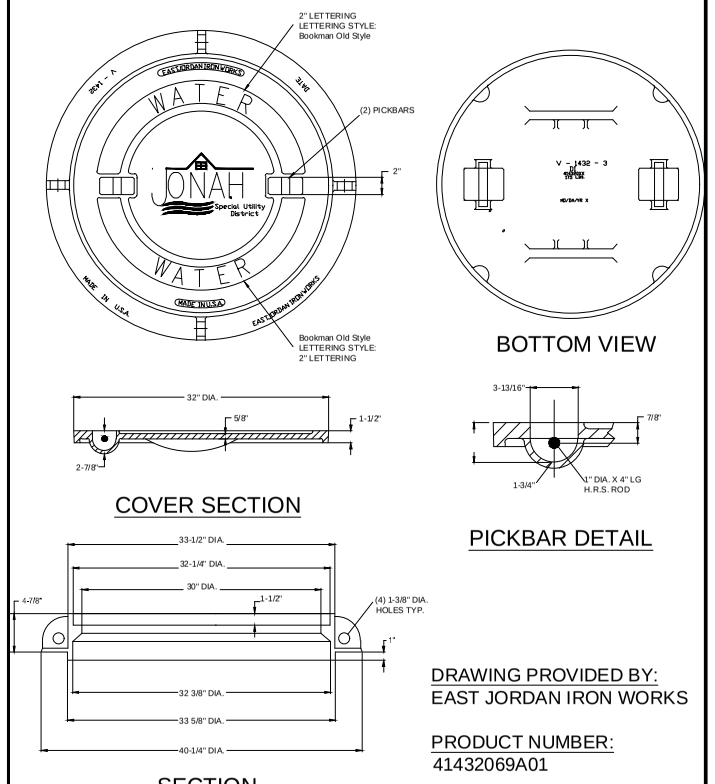
SHEET 5



JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

FIRE TYPE BLOW OFF HYDRANT

DRAWING NAME: W11
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



DRAWING PROVIDED BY:
EAST JORDAN IRON WORKS

PRODUCT NUMBER:
41432069A01

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

WATER MANHOLE LID

REVISION NOTE: 2/15/2013
DRAWING NAME: W12
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

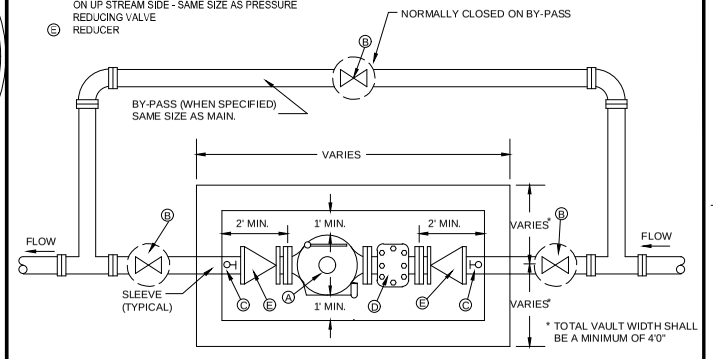
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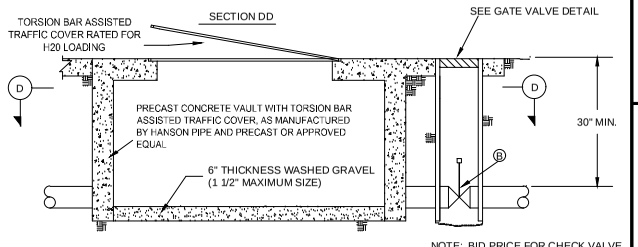
PRESSURE REDUCING VALVE STATION

- (A) CLA-VAL (TYPE 90-48 OR AS SPECIFIED) PRESSURE REDUCING VALVE OR EQUAL. SHALL INCLUDE STAINLESS STEEL PILOT TUBING. SEE DISTRIBUTION SYSTEM PLANS FOR SIZE AND LOCATION.
- (B) GATE VALVE AND BOX;SAME SIZE AS MAIN. (REFER TO W07)
- (C) PENN TYPE WS 1 PRESSURE GAUGE, OR EQUAL WITH CUT OFF AND ELL. (FACE GAUGE UP.)
- (D) BADGER PLATE STRAINER OR APPROVED EQUAL ON UP STREAM SIDE - SAME SIZE AS PRESSURE REDUCING VALVE
- (E) REDUCER

CHECK VALVE STATION:

- (A) CHECK VALVE AS SPECIFIED. SEE DISTRIBUTION SYSTEM PLANS FOR SIZE AND LOCATION.
- (B) GATE VALVE AND BOX; SAME SIZE AS MAIN. (REFER TO W07)





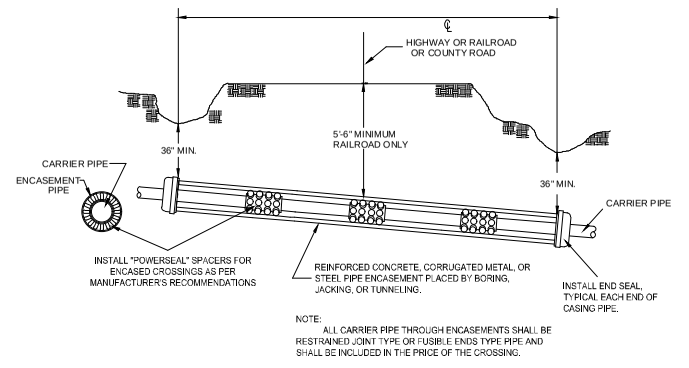
NOTE: ALL PIPE, VALVES, FITTINGS AND EQUIPMENT SHALL CONFORM TO THE CURRENT APPLICABLE A.W.W.A. STANDARDS.

NOTE: BID PRICE FOR CHECK VALVE STATION, AND PRESSURE REDUCING STATION SHALL INCLUDE VALVE, GATE VALVES WITH BOX, PIPING, AND VAULT. (INCLUDING BY-PASS WHERE REQUIRED)

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

PRESSURE REDUCING AND/OR CHECK VALVE STATION

REVISION NOTE: May 29, 2019
DRAWING NAME: W13
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



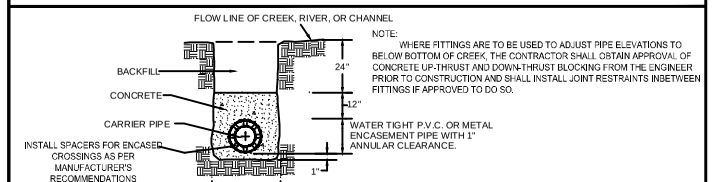
NOTE:
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OR FUSIBLE ENDS TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

COUNTY ROAD, HIGHWAY AND RAILROAD CROSSINGS

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.		
MINIMUM THICKNESS	DIAMETER OF CASING PIPE.	
0'-0.2500"	0'-0 1/4"	12" OR LESS
0'-0.3125"	0'-0 5/16"	OVER 12" TO 18"
0'-0.3750"	0'-0 3/8"	OVER 18" TO 22"
0'-0.4375"	0'-0 7/16"	OVER 22" TO 28"
0'-0.5000"	0'-0 1/2"	OVER 28" TO 34"
0'-0.5625"	0'-0 9/16"	OVER 34" TO 42"
0'-0.6250"	0'-0 5/8"	OVER 42" TO 48"

NOTE

1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTT-FUSIBLE TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR PIPELINES.
3. DO NOT USE WEDGES BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED PIPING.



NOTE:
WHERE FITTINGS ARE TO BE USED TO ADJUST PIPE ELEVATIONS TO BELOW BOTTOM OF CREEK, THE CONTRACTOR SHALL OBTAIN APPROVAL OF CONCRETE UP-THRUST AND DOWN-THRUST BLOCKING FROM THE ENGINEER PRIOR TO CONSTRUCTION AND SHALL INSTALL JOINT RESTRAINTS INBETWEEN FITTINGS IF APPROVED TO DO SO.

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

INSTALLATION OF PIPE THROUGH CASING/CREEK CROSSING

REVISION NOTE:
DRAWING NAME: W14
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

WATER MAINS AND SANITARY SEWERS SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN 9 FT. IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE 9 FT. SEPARATION CANNOT BE ACHIEVED, THE FOLLOWING TABLE SHALL GOVERN:

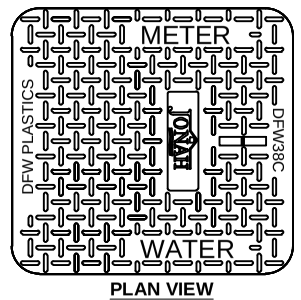
CONDITION	LOCATION	MATERIAL		MINIMUM SEPARATION		COMMENTS
		WATER	SEWER	VERT.	HORIZ.	
NEW WATER AND NEW SEWER						
SEWER FORCE MAIN AND GRAVITY SANITARY SEWER PARALLEL TO WATER MAIN	WATER ABOVE SEWER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	2'	4'	SEPARATE TRENCHES
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	6"	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER	STD.	ABS., CLAY CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZE SAND BACKFILL INITIAL BACKFILL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING. CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.
NEW WATER AND EXISTING SANITARY SEWER						
NEW WATER PARALLEL TO EXISTING SEWER	WATER ABOVE SEWER	STD.	CLAY, CONC., ABS., C.I., D.I., P.V.C.	2'	4'	IF SEWER SHOWS NO SIGN OF LEAKAGE, THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE, THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	WATER ABOVE SEWER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	IF SEWER SHOWS NO SIGN OF LEAKAGE, THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE, THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	REPLACE EXISTING SEWER WITH ONE JOINT C.I., D.I., P.V.C. - 150 P.S.I., CENTERING OVER WATER LINE.
NEW WATER PARALLEL TO EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	4'	REPLACE EXISTING SEWER WITH C.I., D.I., P.V.C.-150 P.S.I. OR CEMENT STABILIZED SAND BACK FILL IN INITIAL BACKFIELD ZONE OF SEWER WHERE PARALLEL CLOSER THAN 9 FT. OR ENCASE THE WATER IN 150 P.S.I. PIPE TWO NOMINAL SIZES LARGER.
EXISTING WATER AND NEW SANITARY SEWER						
NEW SEWER PARALLEL TO EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	2'	4'	SEPARATE TRENCHES
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	6"	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZE SAND BACKFIELD INITIAL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING. CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.

FIRE HYDRANTS SHALL NOT BE LOCATED WITHIN 9 FT. VERTICALLY OR HORIZONTALLY OF ANY SANITARY SEWER, REGARDLESS OF CONSTRUCTION.
WATER MAINS SHALL NOT BE INSTALLED CLOSER THAN 10 FT. TO SEPTIC TANK DRAINFIELDS.

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

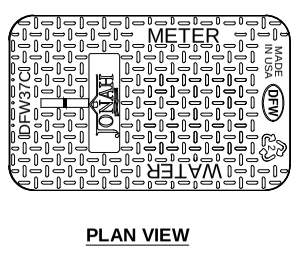
TABLE FOR SEPARATION OF WATER AND SEWER PIPE LINES

REVISION NOTE:
DRAWING NAME: W15
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



METER LID DETAIL
FOR DUAL 5/8", 3/4", OR 1" METERS

DRAWING PROVIDED BY:
DFW PLASTICS, INC.
PRODUCT NUMBER:
DFW38C-14-AF3P JSUD



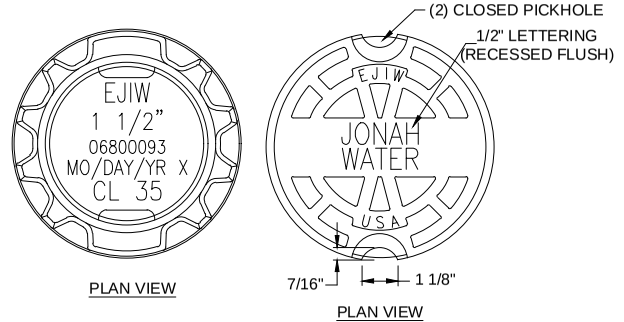
METER LID DETAIL
FOR ONE 5/8", 3/4", OR 1" METER

DRAWING PROVIDED BY:
DFW PLASTICS, INC.
PRODUCT NUMBER:
DFW37C-12-AF3P JSUD

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

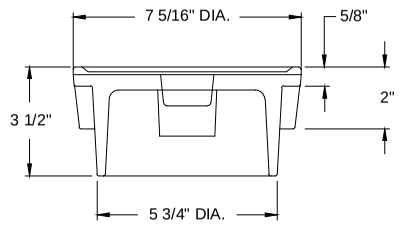
METER LID DETAILS

REVISION NOTE: 9/25/19
DRAWING NAME: W16
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



DRAWING PROVIDED BY:
EAST JORDAN IRON WORKS

PRODUCT NUMBER:
06800093



JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

VALVE BOX LID

REVISION NOTE: 9/25/19
DRAWING NAME: W17
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

Hydrostatic Testing

Hydrostatic testing described in this section shall be conducted with water.

General

The contractor shall provide measurement gauge, pump, pipe, connection, and other necessary apparatuses, unless otherwise specified. Prior to testing the contractor shall place sufficient backfill to prevent pipe movement. The contractor shall ensure that thrust-blocking or other types of restraint systems will provide adequate restraint prior to pressurizing the pipeline.

Test Duration

The duration of the hydrostatic test shall be 2 hours.

Test Pressure

The hydrostatic test pressure shall not be less than 1.25 times the maximum anticipated sustained working pressure at the highest point along the test section unless the pressure exceeds the design pressure limit for any pipe, thrust restraint, valve, fitting or other appurtenance of the test section. In no case shall the test pressure exceed the design pressure limit for any pipe, thrust restraint, valve, fittings, or other appurtenance of the test section.

Test Allowance

The testing allowance shall be defined as the quantity of water that must be supplied to the pipe section being tested to maintain the pressure within 5 psi of the specified hydrostatic test pressure. The installation will not be accepted, by the owner, if the quantity of the makeup water is greater than that determined by the formula below. All visible leaks are to be repair regardless of the amount of leakage.

$$Q=\frac{L \times D \times \sqrt{P}}{148000}$$

Q = quantity of makeup water in gallons per hour (gal./hr.)
L = length of pipe being tested in feet (ft.)
D = nominal diameter of pipe in inches (in.)
P = average test pressure during the hydrostatic test in pounds per square inch (psi)

Disinfection (Does Not Apply To Sewer Force Mains.)

New mains shall be thoroughly disinfected in accordance with AWWA Standard C651 and then flushed and sampled before being placed in service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure. Sampling shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

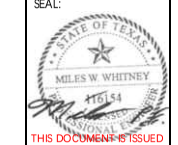
TESTING REQUIREMENTS FOR PRESSURIZED PIPELINES (POTABLE WATERLINES AND SEWER FORCEMAINS)

REVISION NOTE:
DRAWING NAME: W18
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

REVISION DESCRIPTION	DATE	BY	CKD

Jonah Water S.U.D.
Williamson County, Texas
2020 - SH 29; Corridor "C", Utility Adjustments
DETAILS

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:



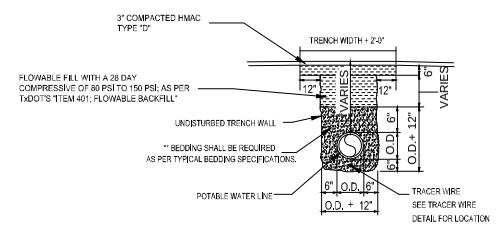
THIS DOCUMENT IS ISSUED FOR BIDDING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION

APPROVED:

DATE:
7/21/20

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 6



NOTES:
1. FLOWABLE FILL SHALL BE IN ACCORDANCE TO TxDOT'S ITEM 401 "FLOWABLE BACKFILL" SPECIFICATIONS, AS FOUND AT " http://ftp.dot.state.tx.us/pub/txdot-info/cmd/specs/specbook.pdf "
2. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
3. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
4. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE STATE, COUNTY, OR CITY SPECIFICATIONS.

** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-85
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
96-100	-
-	100

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:

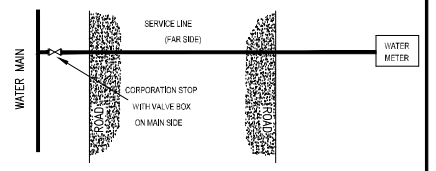
12" AND SMALLER - 30" MINIMUM COVER

14" THRU 24" - 54" MINIMUM COVER

REVISION NOTE:	
DRAWING NAME:	W19
SCALE: N.T.S.	DATE: 7-11-16
DESIGN BY: M.W.W.	APPROVED BY: M.W.W.

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

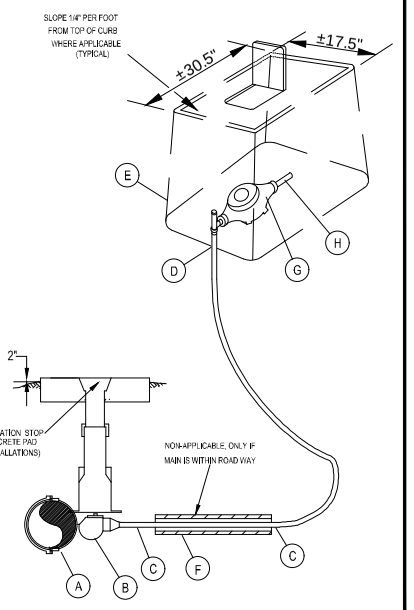
TRENCH & EMBEDMENT DETAIL
FLOWABLE FILL



MATERIALS LIST

A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 8".
B. 2" CORPORATION STOP W/ GATE VALVE OPERATING NUT -- SERVICE PIPE OUTLET.
C. 2" SERVICE PIPE.
D. FLANGED ANGLE METER STOP, FORD BRASS, 1.5" MODEL # FV-546-66-WGNL-Z, 2" MODEL # FVA3-777-WGNL.
E. DFW MODEL DFW38C-14-BODY RECTANGULAR METER BOX WITH DFW PLASTICS, INC. METER LID (REFER TO LID DETAIL W16)
F. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE).
G. WATER METER, SUPPLIED BY JONAH WATER
H. WATER METER COUPLING MALE I.P.T. X SWIVEL COUPLING

NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE, IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 250 PSI POLYETHYLENE HAVING A DBH/SIDR RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MILL POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
5. BRASS SHALL ONLY BE FORD.
6. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID



REVISION NOTE:	3/17/2020
DRAWING NAME:	W20
SCALE: N.T.S.	DATE: 4-20-17
DESIGN BY: M.W.W.	APPROVED BY: M.W.W.

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

STANDARD INSTALLATION DETAIL FOR ONE 1.5" AND 2" METERS

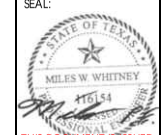
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WATER DISTRIBUTI SYSTEM
GENERAL CONSTRUCTION NOTES

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.
2. Prior to commencement of construction, the owner of the system or his representative must notify the appropriate TCEQ regional office in writing of the date on which construction will begin.
3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.
4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less.
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply.
6. Water transmission and distribution lines must be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface.
7. The hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe.
8. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent.
9. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet '290.44(e) of the current rules.
10. The contractor shall disinfect the new water mains in accordance with AWWA Standard C651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.
11. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation.

REVISION DESCRIPTION	DATE	BY	CKD

Jonah Water S.U.D.
Williamson County, Texas
2020 - SH 29; Corridor "C", Utility Adjustments
DETAILS

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:



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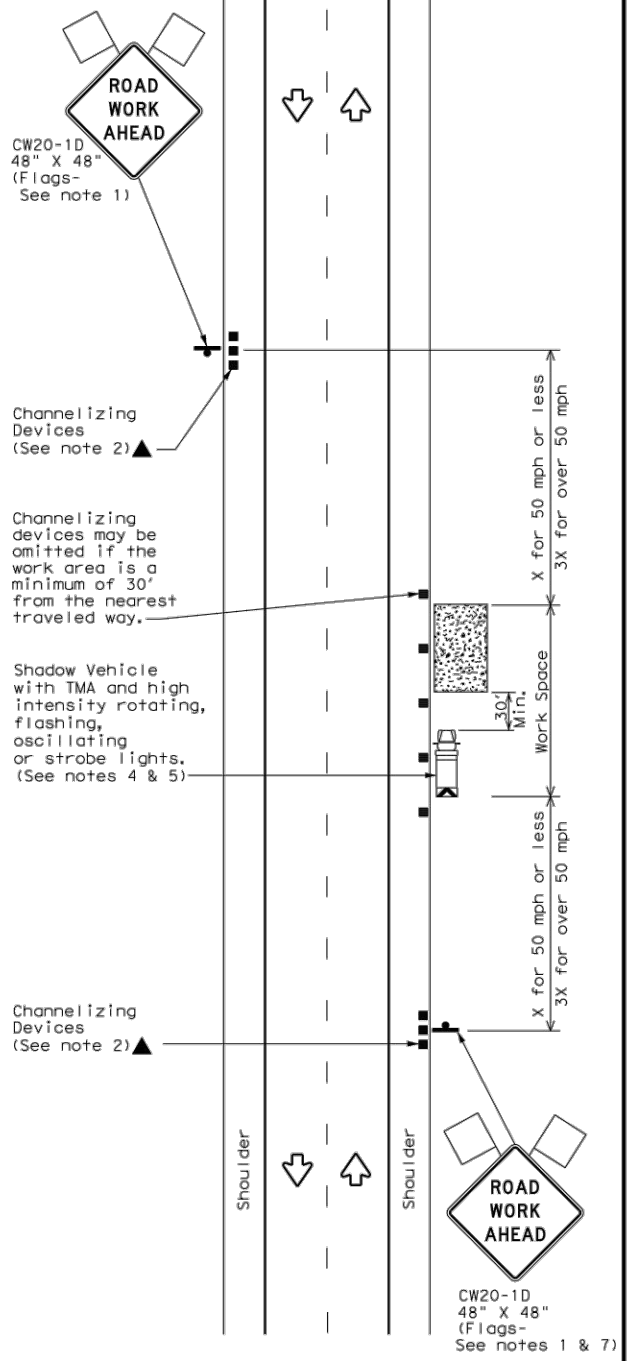
APPROVED:

DATE:
7/21/20

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

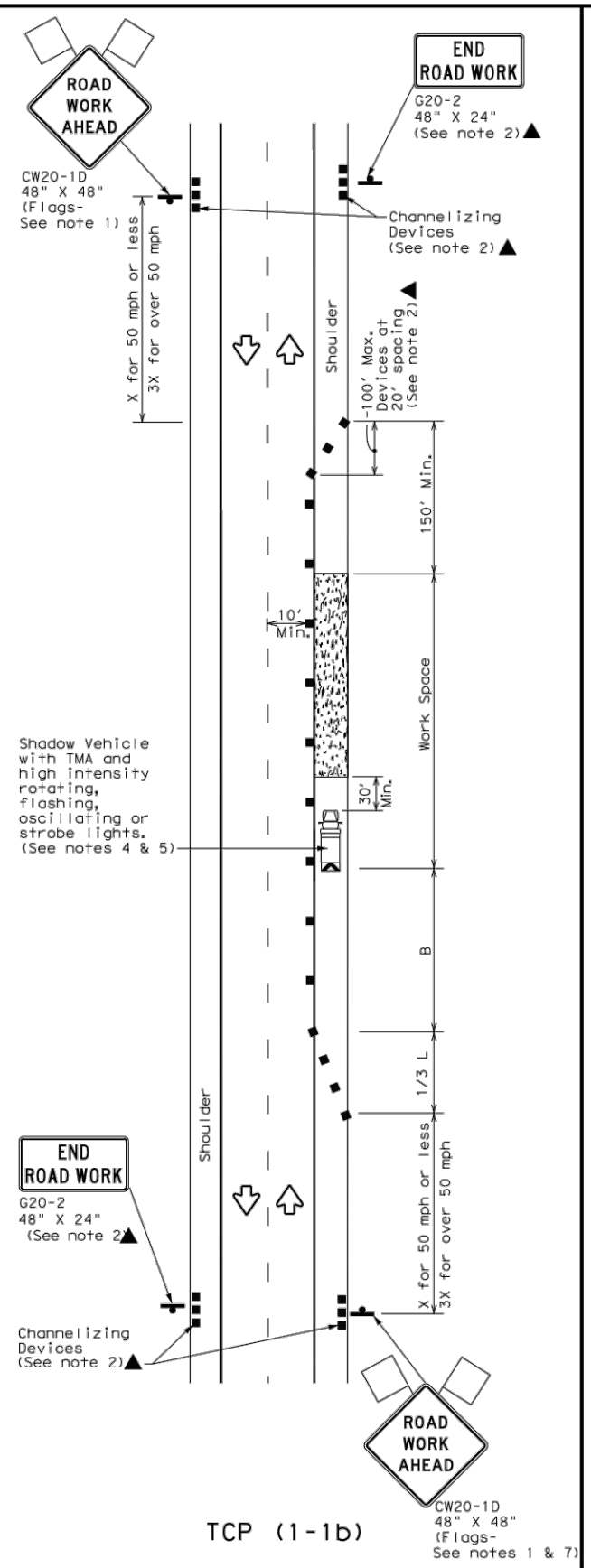
SHEET 7

DISCLAIMER:
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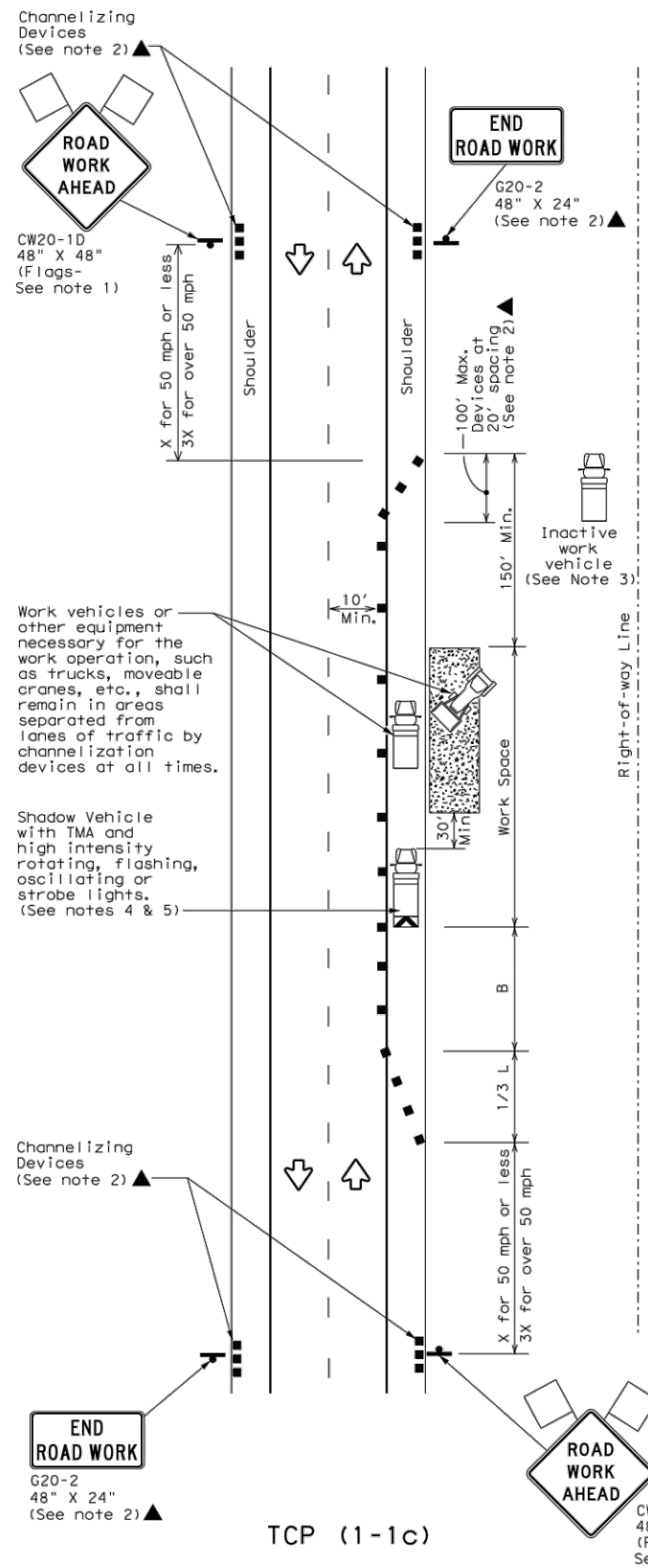
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

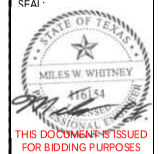
151

DATE:
FILE:

REVISION DESCRIPTION	DATE	BY	CKD

Jonah Water S.U.D.
Williamson County, Texas
2020 - SH 29; Corridor "C", Utility Adjustments
STD. TCP DETAILS

DESIGN: MWW
DRAWN: MWW
CKD: MWW



THIS DOCUMENT IS ISSUED FOR BIDDING PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION

APPROVED:

DATE: 7/21/20

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 8

EXHIBIT "C"

2020 - SH 29: Corridor "C", Utility Adjustments

Opinion of Probable Construction Cost w/ Betterment:

Item Code.	Item Description	Qty.	Unit		Price/Unit		Item Totals
1	16" C-905, DR-18 PVC Pipe; w/ Tracer Wire; Installed	7	L.F.	x	$ 200.00	=	$ 1,400.00
2	12" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	212	L.F.	x	$ 195.00	=	$ 41,340.00
3	6" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	42	L.F.	x	$ 90.00	=	$ 3,780.00
4	4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	1,237	L.F.	x	$ 68.00	=	$ 84,116.00
5	24" Steel Enc. Pipe, Open Cut with 16" C-905, DR-18 RJ Carrier Pipe; Installed	545	L.F.	x	$ 500.00	=	$ 272,500.00
6	20" Steel Enc. Pipe, Open Cut with 12" C-905, DR-18 RJ Carrier Pipe; Installed	160	L.F.	x	$ 330.00	=	$ 52,800.00
7	8" Steel Enc. Pipe, Open Cut with 4" C-905, DR-18 RJ Carrier Pipe; Installed	545	L.F.	x	$ 195.00	=	$ 106,275.00
8	16" Gate Valve, Box, and Marker; Installed	2	Ea.	x	$ 9,500.00	=	$ 19,000.00
9	12" Gate Valve, Box, and Marker; Installed	2	Ea.	x	$ 3,250.00	=	$ 6,500.00
10	6" Gate Valve, Box, and Marker; Installed	3	Ea.	x	$ 1,500.00	=	$ 4,500.00
11	4" Gate Valve, Box, and Marker; Installed	4	Ea.	x	$ 1,400.00	=	$ 5,600.00
12	Air/Vacuum Relief Valve and Marker; Installed	1	Ea.	x	$ 10,000.00	=	$ 10,000.00
13	Connect New 6" to Existing 6"; Installed	1	Ea.	x	$ 2,500.00	=	$ 2,500.00
14	Connect New 6" to Existing 5"; Installed	2	Ea.	x	$ 2,500.00	=	$ 5,000.00

15	Connect Existing 4" to New 1.5"; Installed	2	Ea.	x	$	1,500.00	=	$ 3,000.00
16	16" Capped Stub Out; Installed	2	Ea.	x	$	2,000.00	=	$ 4,000.00
17	12" Capped Stub Out; Installed	2	Ea.		$	1,750.00	=	$ 3,500.00
18	Cap Existing 5" Waterline; Installed	2	Ea.		$	500.00	=	$ 1,000.00
19	Cap Existing 1.5" Waterline; Installed	2	Ea.		$	500.00	=	$ 1,000.00
20	Install New Flush Valve Assembly; Installed	1	Ea.		$	2,500.00	=	$ 2,500.00
21	Install New Fire Hydrants Assembly; Installed	1	Ea.		$	5,500.00	=	$ 5,500.00
22	Trench Safety	2,748	L.F.		$	1.00	=	$ 2,748.00
23	Storm Water Pollution Prevention Plan Design and Implementation	1	L.S.		$	5,000.00	=	$ 5,000.00
24	Traffic Control Plan Development and Implementation	1	L.S.		$	5,000.00	=	$ 5,000.00
25	Mobilization (Not to Exceed 10% of Total Project Bid)	1	L.S.		$	60,000.00	=	$ 60,000.00

TOTAL COST **$ 708,559**

STATE OF TEXAS
MILES W. WHITNEY
116154
LICENSED
PROFESSIONAL ENGINEER

Miles W. Whitney, P.E.
5/31/2022

Opinions of Probable Construction Cost and Other Costs;

Engineer's opinions of probable Construction Cost and other costs are made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost and other costs will not vary from opinions of probable Construction Cost and other costs prepared by Engineer.

JONAH SUD

2020 - SH 29: Corridor "C", Utility Adjustments

Opinion of Probable Construction Cost for No Betterment:

Item Code.	Item Description	Qty.	Unit		Price/Unit		Item Totals
NB1	6" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	254	L.F.	x	$ 90.00	=	$ 22,860.00
NB2	2" ASTM D2241 PR 200 PVC Pipe; w/ Tracer Wire; Installed	1,237	L.F.	x	$ 40.00	=	$ 49,480.00
NB3	12" Steel Enc. Pipe, Open Cut with 6" C-905, DR-18 RJ Carrier Pipe; Installed	160	L.F.	x	$ 250.00	=	$ 40,000.00
NB4	4" Steel Enc. Pipe, Open Cut with 2" ASTM D2241 PR200 RJ Carrier Pipe; Installed	545	L.F.	x	$ 150.00	=	$ 81,750.00
NB5	6" Gate Valve, Box, and Marker; Installed	3	L.F.	x	$ 1,500.00	=	$ 4,500.00
NB6	2" Gate Valve, Box, and Marker; Installed	4	L.F.	x	$ 500.00	=	$ 2,000.00
NB7	Air/Vacuum Relief Valve and Marker; Installed	1	L.F.	x	$ 9,500.00	=	$ 9,500.00
NB8	Connect New 6" to Existing 6"; Installed	1	Ea.	x	$ 2,500.00	=	$ 2,500.00
NB9	Connect New 6" to Existing 5"; Installed	2	Ea.	x	$ 2,500.00	=	$ 5,000.00
NB10	Connect Existing 2" to New 1.5"; Installed	2	Ea.	x	$ 1,250.00	=	$ 2,500.00
NB11	Cap Existing 5" Waterline; Installed	2	Ea.	x	$ 500.00	=	$ 1,000.00
NB12	Cap Existing 1.5" Waterline; Installed	2	Ea.	x	$ 500.00	=	$ 1,000.00
NB13	Install New Flush Valve Assembly; Installed	1	Ea.	x	$ 2,500.00	=	$ 2,500.00
NB14	Install New Fire Hydrants Assembly; Installed	1	Ea.	x	$ 5,500.00	=	$ 5,500.00

NB15	Trench Safety	2,196	Ea.	x	$ 1.00	=	$	2,196.00
NB16	Storm Water Pollution Prevention Plan Design and Implementation	1	Ea.	x	$ 5,000.00	=	$	5,000.00
NB17	Traffic Control Plan Development and Implementation	1	Ea.		$ 5,000.00	=	$	5,000.00
NB18	Mobilization (Not to Exceed 10% of Total Project Bid)	1	Ea.		$ 20,000.00	=	$	20,000.00

TOTAL COST **$ 262,286**



MILES W. WHITNEY, P.E.
5/31/2022

Opinions of Probable Construction Cost and Other Costs;

Engineer's opinions of probable Construction Cost and other costs are made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost and other costs will not vary from opinions of probable Construction Cost and other costs prepared by Engineer.

Commissioners Court - Regular Session **99.**

Meeting Date: 06/27/2023

Hero Way Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.313 acres) for Right of Way required for the construction of Hero Way. (J&M, LLC/ Parcel 207) Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:39 AM
Form Started By: Charlie Crossfield		Started On: 06/21/2023 03:05 PM
Final Approval Date: 06/22/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 3.313 acres (Parcel 207) described by metes and bounds in Exhibit "A" owned by **J & M, LLC** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be, and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT _A_

County: Williamson
Parcel: 207
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 207

METES & BOUNDS DESCRIPTION FOR A 3.313 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 6.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AND A PORTION OF A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, BOTH AS CONVEYED TO J&M, LLC BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2018103155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.313 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 3/8-inch iron pipe found on the northwest right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, at the most southerly corner of the above described J&M Tract 1, and at the most easterly corner of a called 20.92 acre tract of land as conveyed to LCRA Transmission Services Corporation by General Warranty Deed recorded in Document Number 2016061302 of the Official Public Records of Williamson County, Texas, for the most southerly corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the most southerly corner of said LCRA Tract and at the most easterly corner of a called 95.096 acre tract of land as conveyed to Roy Kuchera and wife, Alice Kuchera by General Warranty Deed recorded in Volume 2640, Page 64 of the Official Records of Williamson County, Texas, bears S 34°06'25" W a distance of 436.39 feet;

THENCE, with the southwest line of said J&M Tract 1 and a northeast line of said LCRA Tract, N 48°10'53" W a distance of 673.33 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,308.21, E: 3,092,485.16) set for the most westerly corner of the herein described tract, 252.00 feet left of FM 2243 baseline station 214+93.18, from which a 3/8-inch iron pipe found at an interior corner of said LCRA Tract, and at the most westerly corner of said J&M Tract 1, bears N 48°10'53" W a distance of 54.84 feet;

THENCE, over and across said J&M Tracts 1 and 2, S 82°24'01" E a distance of 768.53 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the northeast line of said J&M Tract 2 and the southwest line of a called 11.955 acre tract of land as conveyed to Richard Cantu and Sally Cantu by General Warranty Deed recorded in Document Number 2020025709 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 252.00 feet left of FM 2243 baseline station 222+61.71, from which a 3/4-inch iron pipe found on the line common to said J&M Tract 2 and said Cantu Tract, bears N 48°30'09" W a distance of 197.22 feet;

THENCE, with the northeast line of said J&M Tract 2 and the southwest line of said Cantu Tract, S 48°30'09" E a distance of 13.70 feet to a 3/8-inch iron pipe found on the northwest right-of-way line of said FM 2243, at the most easterly corner of said J&M Tract 2, and at the most southerly corner of said Cantu Tract, for the beginning of a non-tangent curve to the left and the most easterly corner of the herein described tract;

THENCE, with the northwest right-of-way line of said FM 2243 and the southeast line of said J&M Tract 2, along said curve to the left, pass a 1/2-inch iron rod found at the most southerly corner of said J&M Tract 2 and at the most easterly corner of said J&M Tract 1 at an arc distance of 186.12 feet, and continuing on with the northwest right-of-way line of said FM 2243 and the southeast line of said J&M Tract 1, for a total arc distance of 287.20 feet, having a radius of 1,185.92 feet, a central angle of 13°52'32" and a chord which bears S 40°56'22" W a distance of 286.50 feet to a TXDOT Type I concrete right-of-way monument found for an angle point;

THENCE, continuing with the northwest right-of-way line of said FM 2243 and the southeast line of said J&M Tract 1, S 34°06'25" W a distance of 147.13 feet to the **POINT OF BEGINNING** and containing 3.313 acres (144,295 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

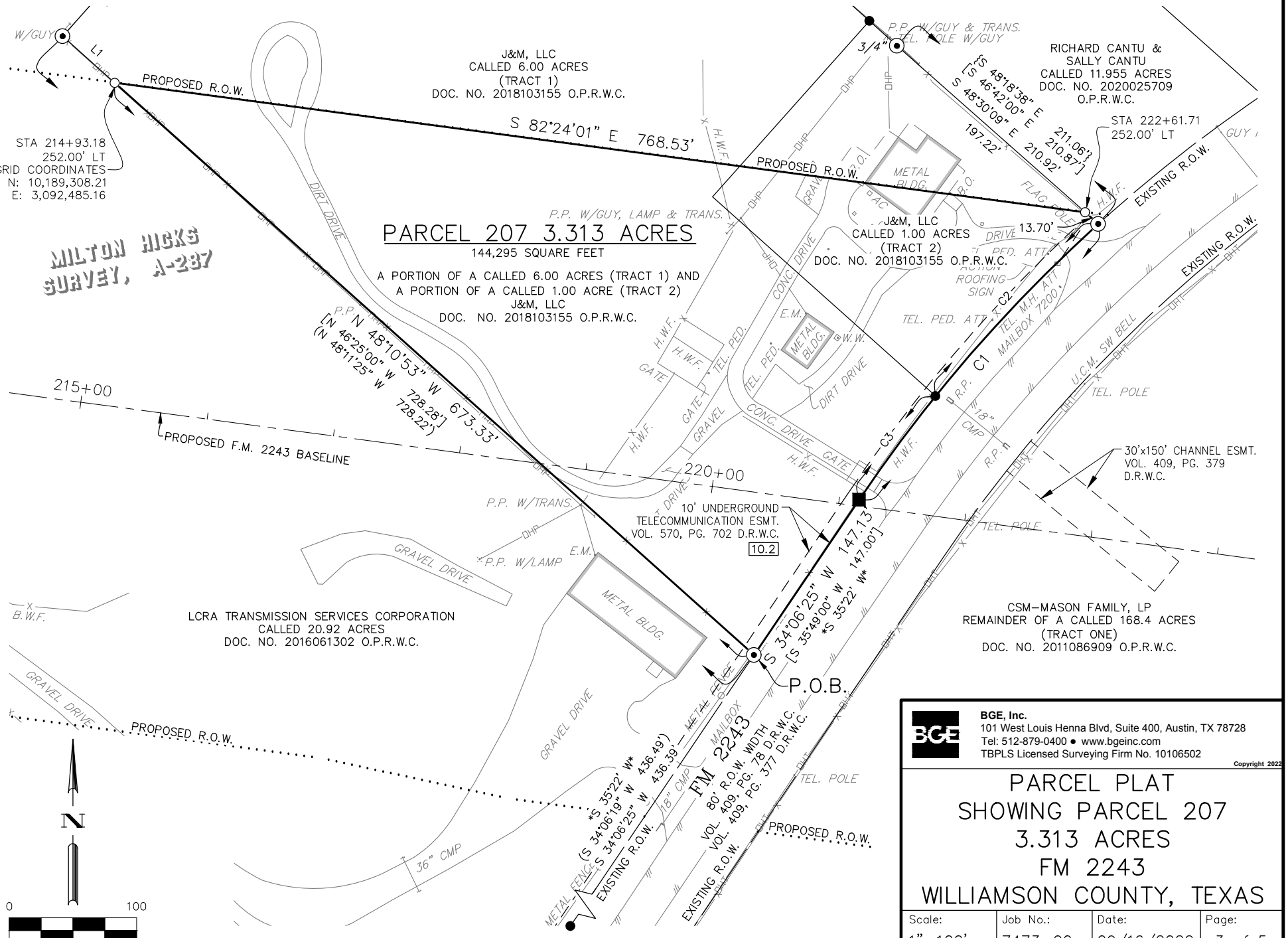


09/16/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 16, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 207
3.313 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473–00	09/16/2022	3 of 5

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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
ESMT.	EASEMENT
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.W.	WATER WELL
( )	RECORD INFO FOR DOC. NO. 2016061302 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2018103155 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2020025709 O.P.R.W.C.
* *	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 78
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
⦿	FOUND 3/8" IRON PIPE (UNLESS OTHERWISE NOTED
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
■	FOUND TXDOT TYPE I CONCRETE R.O.W. MONUMENT
——X——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 48°10'53" W	54.84'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	287.20'	1,185.92'	13°52'32"	S 40°56'22" W	286.50'
C2	186.12'	1,185.92'	8°59'32"	S 43°22'52" W	185.93'
C3	101.08'	1,185.92'	4°53'00"	S 36°26'36" W	101.05'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1		*1,185.92'*			
C2		*1,185.92'*			
[C2]	[186.25']	[1,185.91']	[8°59'55"]	[S 45°10'21" W]	[186.06']
C3		*1,185.92'*			
[C3]	[100.97']	[1,185.91']	[4°52'41"]	[S 38°14'02" W]	[100.94']

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 207
3.313 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/16/2022	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164636, DATED EFFECTIVE JUNE 20, 2022 AND ISSUED ON JUNE 28, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 730, PAGE 762, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT AS THEY HAVE BEEN TERMINATED BY TERMINATION OF DEED RESTRICTIONS RECORDED IN DOCUMENT NO. 2018103154 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

10.1 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 730, PAGE 762 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT AS THEY HAVE BEEN TERMINATED BY TERMINATION OF DEED RESTRICTIONS RECORDED IN DOCUMENT NO. 2018103154 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

10.2 A TELECOMMUNICATIONS SYSTEMS AND/OR LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 NOTICE REGARDING ORDINANCE NO. 16-042-00 RECORDED IN DOCUMENT NO. 2017011287 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



09/16/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 207
3.313 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/16/2022	5 of 5

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Meeting Date: 06/27/2023

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: CR 332
b) Discuss the acquisition of real property for County Facilities.
c) Discuss the acquisition of real property for CR 255.
d) Discuss the acquisition of real property for CR 111.
e) Discuss the acquisition of real property for Corridor H
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for Corridor C.
i) Discuss the acquisition of right-of-way for Corridor F.
j) Discuss the acquisition of right-of-way for Corridor D.
k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
l) Discuss the acquisition of right-of-way for Reagan extension.
m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
n) Discuss acquisition of right of way for Corridor E.
o) Discuss acquisition of right of way for Liberty Hill Bypass.
p) 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) Sale of property located 747 County Rd. 138 Hutto, 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

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	06/22/2023 11:46 AM
Form Started By: Charlie Crossfield		Started On: 06/21/2023 10:34 AM
Final Approval Date: 06/22/2023		

Commissioners Court - Regular Session **102.**

Meeting Date: 06/27/2023

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

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/22/2023 11:46 AM
Form Started By: Charlie Crossfield		Started On: 06/21/2023 10:35 AM
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