NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 22, 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 – 27)

3. Discuss, consider and take appropriate action on a line item transfer for the All County Courts at Law Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0425-004002	All County Courts/Jurors	$5,000
FROM	0100-0425-004125	All County Courts/Transcripts	$5,000
FROM	0100-0425-004167	All Cty Cts/UnkFather Ct Appt	$7,000
FROM	0100-0425-004168	All Cty Cts/Unlocated Fthr CAA	$3,000
FROM	0100-0425-004169	All Cty Cts/AllegFather CAA	$2,000
FROM	0100-0425-004999	All Cty Cts/Misc	$500
FROM	0100-0425-004100	All Cty Cts/Prof Svcs	$5,000
TO	0100-0425-004134	All Cty Cts/Misd Ct Apptd Atty	$27,500

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0340.0340.004908	Outreach-Flex Funding	1000.00
TO:	0340.0340.004541	Vehicle Repairs & Maint.	1000.00

5. Discuss, Consider, and take appropriate action on a Line item transfer for Veteran Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0405.004999	Misc.	387.00
From	0100.0405.004621	Copier rental & supplies	$100.00
From	0100.0405.003901	Publication/Books/Periodicals	$90.00
To	0100.0405.003005	Office furniture	$577.00
From	0100.0405.004541	Vehicle repair & maint.	$1,100.00
From	0100.0405.004231	Travel	$200.00
To	0100.0405.003010	Computer Equipment	$1,300.00

6. Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.004100	Professional Services	40,000.00
TO:	0100.0560.004541	Vehicle Repairs & Maint.	40,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment	$1,500.00
To	0100.0570.003200	Medical Supplies	$1,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003008	LE Equipment	$4,500.00
To	0100.0570.003200	Medical Supplies	$4,500.00

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	0100.0570.003008	LE Equipment	$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	0100.0570.003001	Small Equipment & Tools	$298.00
To	0100.0570.003002	Vehicle Equipment	$298.00
From	0100.0570.005003	Equipment > $5000	$600.64
To	0100.0570.003002	Vehicle Equipment	$600.64

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003525	Tires,Tubes	$20,000
To	0882.0882.003523	Parts	$20,000

12. 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	$1,600,000.00
To	0200-0210-003599	Road Constr./Maint.	$1,600,000.00

13. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) Double Wide Mobile Home Vin #7660 and Vin #7659, pursuant to Texas Local Government Code 263.151 (2)(D) possesses some usefulness for the purpose for which it was intended.

14. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including three (3) Double Wide Mobile Homes Vin #2156, Vin #2157, Vin #0183, Vin $7653, Vin #2151 and Vin #2152, pursuant to Texas Local Government Code 263.152.

15. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including one (1) 2017 Chevrolet Tahoe Vin #5571 and one (1) 2016 Chevrolet Tahoe Vin #5203 pursuant to Texas Local Government Code 263.152.

16. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Sale to Insurance including One (1) 2019 Dodge Charger Vin #2408, pursuant to Texas Local Government Code 263.152.

17. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, July 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

18. Discuss, consider and take appropriate action on appointing Jennifer Deazvedo of Georgetown to the Williamson County Child Welfare Board.

19. Discuss, consider, and take appropriate action on approving an addendum to the agreement between Williamson County and Indigent Healthcare Solutions, LTD and authorizing the execution of the addendum.

20. Discuss, consider and take appropriate action on renewal #2 (final) of a Professional Services Agreement (PSA) for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees, between Williamson County and Dr. Eugene Waters of AdventHealth - Behavioral Health Center; with a not-to-exceed amount of $10,000 for FY24, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Local Government Code § 262.024(a)(4) and authorizing the execution of the agreement.

21. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County Water, Sewer, Irrigation and Drainage District #3 (Star Ranch) for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

22. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Highlands at Mayfield Ranch Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

23. Discuss, consider, and take appropriate action on approving the Emergency Service Contract #2023260 between Williamson County and Randal's Tower Tech for the amount of $87,460.00, and exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024(a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and § 262.024(a)(3) [an item necessary because of unforeseen damage to public property], and authorizing execution of the agreement.

24. Discuss, consider and take appropriate action on approving the addendum of the not-to-exceed amount for the current Master Service Agreement between 5-F Mechanical and Williamson County for HVAC and Plumbing Maintenance Services, by increasing the current not-to-exceed amount of $350,000.00 by an additional $75,000.00, to a new total not-to-exceed amount of $425,000.00 and authorizing the execution of the agreement.

25. Discuss, consider, and take appropriate action on approving the Agreement #2023255 between Williamson County and Ingram Technologies, LLC, in the amount of $27,000.00 pursuant to DIR contract #DIR-CPO-4697, and authorizing the execution of the agreement.

26. Discuss, consider and take appropriate action on Work Authorization No 10 in the amount of $14,913.00 to expire on August 31, 2024 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Corridor F Boundary Survey. Funding source: P461.

27. Discuss, consider and take appropriate action regarding the temporary closing of CR 130 from Chandler Rd to 4100 ft North of Chandler Rd.

REGULAR AGENDA

28. Discuss, consider and take appropriate action on recognizing the 2023 Williamson County Employee of the Year and Project Team of the Year Winners.

29. Discuss, consider, and take appropriate action regarding setting a bond for the Williamson County Elections Administrator in an amount not to exceed $20,000.00, payable to the County Judge, approved by the Commissioners Court, and conditioned on the faithful performance of the duties of the position.

30. Discuss, consider and take appropriate action on approving the bond for the newly appointed Elections Administrator of Williamson County, Texas.

31. Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County District Attorney.

32. Discuss, consider and take appropriate action on the 2023-2024 salary for the County Auditor in the amount of $185,709.37.

33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	250.00

34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	250.00

35. Discuss, consider and take appropriate action on the County Teleworking Policy.

36. Discuss, consider, and take appropriate action on awarding RFP #23RFP66 Berry Springs Park Improvements to Chasco Constructors, Ltd, LPP in the amount of Six Hundred Twenty-Three Thousand, Four Hundred Thirty-Nine Dollars ($623,439.00) based on the initial proposed construction budget and authorize the execution of the contract. The funding source is P559.

37. Discuss, consider, and take appropriate action on approving the service contract #2023259 for HVAC replacement of outside air fan variable frequency drive (VFD) and supply fan VFD at the Jester Annex Building by Texas Equipment Solutions in the amount of $6,402.50 and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County and authorizing the execution of this agreement.

38. Discuss, consider, and take appropriate action on awarding RFP #23RFP74 Chiller Replacement for Williamson County to Jay Harkins Company, Inc in the not-to-exceed amount of $245,287.00 and authorize execution of the agreement.

39. Discuss, consider, and take appropriate action on awarding IFB #23IFB67 for Construction of the First Phase of Corridor C / SH 29 to the lowest and best bidder, Capital Excavation Company, in the amount of $30,540,848.03 and authorizing the execution of the agreement. Funding Source is P459.

40. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $0 for Project 22IFB57 CR 401 Reconstruction (James Construction Group) P: 390c Funding Source: Road Bond.

41. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $20,980.10 for Project 23IFB12 CR 245 Reconstruction (Joe Bland Construction) P: 353 Funding Source: Road Bond.

42. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $97,110.00 for Project 23IFB13 Bud Stockton Extension (Cash Construction) P: 307 Funding Source: Road Bond.

43. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $5,250.00 for Project 23IFB8 Corridor H - Sam Bass Rd. (Cash Construction) P: 462 Funding Source: Road Bond.

44. Discuss, consider, and take appropriate action regarding Change Order No. 11 in the amount of $81,433.12 for Project 22IFB39 CR 111 Westinghouse Rd (Capital Excavation) P: 292 Funding Source: Road Bond.

45. Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

46. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Heroway Crossing, LLC for 2.982 acres as right of way and 0.146 acres as a drainage easement required for the construction of the Hero Way project. (Parcel 326/326DE). Funding Source: Road Bonds P326

47. Discuss, consider and take appropriate action on a real estate contract with KEVIN W. ANDREWS (f/k/a Kevin W. Cruz) for 0.5460 acres of ROW needed on Corridor J. (Andrews Early Acquisition) Funding Source:TANS P588

48. Discuss, consider and take appropriate action on a rule 11 condemnation settlement agreement with Scott Helms and Barbara Forbes Helms to acquire 3.074 acres needed as right of way for the Bagdad Rd. project (Parcel 43). Funding Source: Road Bonds P343

49. Receive a presentation, discuss, consider and take appropriate action regarding moving to a self-funded Workers' Compensation Program.

50. FY24 Budget Workshop - Discuss, consider and take appropriate action on the Budget Officer's 2023-2024 recommended budget.

51. Discuss, consider and take appropriate action on approving the 2023-2024 proposed budget and direct the Budget Officer to file the proposed budget with the County Clerk and County Auditor.

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)."

52. 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 Ronald Reagan Widening.
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
q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
r) Discuss the acquisition of right of way for CR 314.

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

53.
a) Project World
b) Project Mellencamp
c) Project Corgi
d) Project Anniversary
e) Project Glee
f) Project Skyfall
g) Project Stamper
h) Project Soul Train
i) Project Dragon
j) Project Scrabble

54. 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 vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
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-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
8. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
19. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R

d. Claims:

1. Property damage and personal injury claims from Emkay, Inc. and Helmsman Management Services, Inc. for vehicle incident occurring on or about 01/09/2023 at Hwy 29 near Patriot Way.

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.

55. 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).

56. 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).

57. 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)

58. Discuss and take appropriate action concerning economic development.

59. Discuss and take appropriate action concerning real estate.

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

a. General:

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

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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
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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

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13. 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
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15. 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
16. 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
17. 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
18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
19. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

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2. USERRA Case No. TX-2023-00052-40-R

d. Claims:

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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.

61. 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.

62. Comments from Commissioners.

63. 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 18th day of August 2023 at 3:30 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: 08/22/2023

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 All County Courts at Law Department.

Background

Increase in court appointed attorneys for misdemeanor cases.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0425-004002	All County Courts/Jurors	$5,000
FROM	0100-0425-004125	All County Courts/Transcripts	$5,000
FROM	0100-0425-004167	All Cty Cts/UnkFather Ct Appt	$7,000
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FROM	0100-0425-004100	All Cty Cts/Prof Svcs	$5,000
TO	0100-0425-004134	All Cty Cts/Misd Ct Apptd Atty	$27,500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:05 PM
Form Started By: Ashlie Holladay		Started On: 08/17/2023 07:27 AM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 08/22/2023

LIT to Vehicle Repairs & Maint for Tobacco Fund (MHS)

Submitted For: Mike Gleason **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

A line item transfer is requested to cover recent unexpected vehicle maintenance and any additional maintenance for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0340.0340.004908	Outreach-Flex Funding	1000.00
TO:	0340.0340.004541	Vehicle Repairs & Maint.	1000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:39 AM
Budget Office	Saira Hernandez	08/17/2023 11:22 AM
Form Started By: Virginia Johnson		Started On: 08/16/2023 01:27 PM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 08/22/2023

Line Item Transfer

Submitted For: Misty Cordero-Pierce

Submitted By: Misty Cordero-Pierce, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, Consider, and take appropriate action on a Line item transfer for Veteran Services.

Background

Requesting a transfer of funds to replace broken desk in our Taylor office and purchase a new laptop for the main office

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0405.004999	Misc.	387.00
From	0100.0405.004621	Copier rental & supplies	$100.00
From	0100.0405.003901	Publication/Books/Periodicals	$90.00
To	0100.0405.003005	Office furniture	$577.00
From	0100.0405.004541	Vehicle repair & maint.	$1,100.00
From	0100.0405.004231	Travel	$200.00
To	0100.0405.003010	Computer Equipment	$1,300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/16/2023 11:15 AM
Budget Office	Saira Hernandez	08/17/2023 11:44 AM
Form Started By: Misty Cordero-Pierce		Started On: 08/15/2023 08:36 AM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/22/2023

LIT to Vehicle Repairs & Maint. for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Background

A line item transfer is requested to cover vehicle repairs & maintenance for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.004100	Professional Services	40,000.00
TO:	0100.0560.004541	Vehicle Repairs & Maint.	40,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:39 AM
Budget Office	Saira Hernandez	08/17/2023 11:22 AM
Form Started By: Virginia Johnson		Started On: 08/16/2023 01:36 PM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/22/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover shortfall in Medical Supplies towards cost for 'Over-the-Counter' supplies and additional medical needs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment	$1,500.00
To	0100.0570.003200	Medical Supplies	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/14/2023 01:05 PM
Form Started By: Abigail Dass		Started On: 08/10/2023 11:51 AM
Final Approval Date: 08/14/2023		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/22/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover shortfall in Medical Supplies towards cost for 'Over-the-Counter' supplies and additional medical needs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003008	LE Equipment	$4,500.00
To	0100.0570.003200	Medical Supplies	$4,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/10/2023 12:27 PM
Budget Office	Saira Hernandez	08/10/2023 12:32 PM
Form Started By: Abigail Dass		Started On: 08/10/2023 11:58 AM
Final Approval Date: 08/10/2023		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/22/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover shortfall in Office Supplies towards needs from staff in the County Jail which includes cost of toner cartridges for multiple printers.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003008	LE Equipment	$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	08/10/2023 12:27 PM
Budget Office	Saira Hernandez	08/10/2023 12:32 PM
Form Started By: Abigail Dass		Started On: 08/10/2023 12:04 PM
Final Approval Date: 08/10/2023		

Commissioners Court - Regular Session **10.**

Meeting Date: 08/22/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover shortfall in Vehicle Equipment towards purchase of remaining Cradle Points needed for our county vehicles used by our Transportation Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003001	Small Equipment & Tools	$298.00
To	0100.0570.003002	Vehicle Equipment	$298.00
From	0100.0570.005003	Equipment > $5000	$600.64
To	0100.0570.003002	Vehicle Equipment	$600.64

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/16/2023 11:16 AM
Budget Office	Saira Hernandez	08/17/2023 11:22 AM
Form Started By: Abigail Dass		Started On: 08/15/2023 04:24 PM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **11.**

Meeting Date: 08/22/2023

08-22-2023 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 repairs are projected to deplete our parts line item funds earlier than anticipated for the current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003525	Tires,Tubes	$20,000
To	0882.0882.003523	Parts	$20,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:10 PM
Budget Office	Saira Hernandez	08/17/2023 01:19 PM
Form Started By: Edward Pospisil		Started On: 08/17/2023 10:35 AM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **12.**

Meeting Date: 08/22/2023

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 road construction and maintenance operations for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$1,600,000.00
To	0200-0210-003599	Road Constr./Maint.	$1,600,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/16/2023 11:11 AM
Budget Office	Saira Hernandez	08/17/2023 11:22 AM
Form Started By: Kelly Murphy		Started On: 08/14/2023 12:57 PM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **13.**

Meeting Date: 08/22/2023

Approval of Transfer of Mobile Home to the Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) Double Wide Mobile Home Vin #7660 and Vin #7659, pursuant to Texas Local Government Code 263.151 (2)(D) possesses some usefulness for the purpose for which it was intended.

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer of Mobile Home to Parks

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/16/2023 11:23 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:32 AM
Form Started By: Mary Watson		Started On: 08/09/2023 03:20 PM
Final Approval Date: 08/17/2023		

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 02-08-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Double wide trailer
1. Manufacturer ID #:	NTA2007660, NTA2007659
1. Condition of Assets:	Working
Transferring Dept.:	Non-Departmental
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	512-943-1666
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 8/2/2023 11:47 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Parks
Receiving Department Contact Person:	Keith Geer
Receiving Dept. Contact Ph#:	512-943-1944
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Keith Geer
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Keith Geer 8/2/2023 1:28 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/22/2023

Commissioners Court - Regular Session **14.**

Meeting Date: 08/22/2023

Approval of Auction of Three (3) Mobile Homes

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including three (3) Double Wide Mobile Homes Vin #2156, Vin #2157, Vin #0183, Vin $7653, Vin #2151 and Vin #2152, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction of three Mobile Homes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/16/2023 11:24 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:33 AM
Form Started By: Mary Watson		Started On: 08/09/2023 03:38 PM
Final Approval Date: 08/17/2023		

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 02-08-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Double wide trailer
1. Manufacturer ID #:	NTA1992156, NTA1992157
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Double wide trailer
2. Manufacturer ID #:	NTA2000183, NTA2007653
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Double wide trailer
3. Manufacturer ID #:	NTA1992151, NTA1992152
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
Transferring Dept.:	Non-Departmental
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	512-943-1666
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 8/2/2023 11:46 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	8/22/2023

Commissioners Court - Regular Session **15.**

Meeting Date: 08/22/2023

VSC Assets for Transfer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including one (1) 2017 Chevrolet Tahoe Vin #5571 and one (1) 2016 Chevrolet Tahoe Vin #5203 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 Transfer Fleet to Constable 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/16/2023 11:40 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:34 AM
Form Started By: Mary Watson		Started On: 08/14/2023 09:43 AM
Final Approval Date: 08/17/2023		

County VIN/Serial Number	1GNLCDEC9HR175571
Make	Chevrolet
License Plate	1336400
Year	2017
Model	Tahoe
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	Patrick Youngren
Receiving Department Contact Phone Number	512-244-8658
Department Authorized Signer	Kevin Teller
Equipment Unit Number	EB1751
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Unit to be transferred from auction to Pct #1 Constables Office
Comments (mileage, mechanical issues, other info)	Unit to be transferred from auction to Pct #1 Constables Office
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	8/22/2023
VSC Review	
Department	882 - Fleet Services
Receiving Department	551- Constable Pct 1
Short VIN	5571
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	✔ Kevin Teller 8/1/2023 1:02 PM
Receiving Department Signature	✔ Patrick Youngren 8/1/2023 1:25 PM
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 8/1/2023 1:28 PM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/8/2023 6:42 AM
Authorizing Risk Employee Signature	✔ Malea Schmitt 8/8/2023 10:03 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 8/11/2023 10:11 AM
Purchasing Department Signature	✔ Mary Watson 8/11/2023 10:16 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
delete duplicate Unit Number	
ID	50
Version	9.0
Attachments	False
Created	8/1/2023 1:02 PM
Created By	Kevin Teller
Modified	8/11/2023 10:16 AM
Modified By	Mary Watson

County VIN/Serial Number	1GNLCDEC9GR305203
Make	Chevrolet
License Plate	1309529
Year	2016
Model	Tahoe
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	Patrick Youngren
Receiving Department Contact Phone Number	512-244-8658
Department Authorized Signer	Kevin Teller
Equipment Unit Number	SB1636
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Unit to be transferred from auction to Pct #1 Constables Office
Comments (mileage, mechanical issues, other info)	Transfer from auction to Pct #1 Constables Office
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	8/22/2023
VSC Review	
Department	882 - Fleet Services
Receiving Department	551- Constable Pct 1
Short VIN	5203
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	✔ Kevin Teller 8/1/2023 1:04 PM
Receiving Department Signature	✔ Patrick Youngren 8/1/2023 1:24 PM
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 8/1/2023 1:28 PM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/8/2023 6:44 AM
Authorizing Risk Employee Signature	✔ Malea Schmitt 8/8/2023 10:06 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 8/11/2023 10:16 AM
Purchasing Department Signature	✔ Mary Watson 8/11/2023 10:24 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
delete duplicate Unit Number	
ID	51
Version	9.0
Attachments	False
Created	8/1/2023 1:04 PM
Created By	Kevin Teller
Modified	8/11/2023 10:24 AM
Modified By	Mary Watson

Commissioners Court - Regular Session **16.**

Meeting Date: 08/22/2023

VSC Assets for Sale to Insurance

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Sale to Insurance including One (1) 2019 Dodge Charger Vin #2408, 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 Sale to Insurance SO

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/14/2023 10:24 AM
Form Started By: Mary Watson		Started On: 08/14/2023 09:50 AM
Final Approval Date: 08/14/2023		

County VIN/Serial Number	2C3CDXAT0KH592408
Make	DODGE
License Plate	MND2779
Year	2019
Model	CHARGER PURSUIT
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SA1908
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance declared unit a total loss
Comments (mileage, mechanical issues, other info)	FRONT END COLLISION - TOTAL LOSS
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	8/22/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	2408
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 8/3/2023 8:00 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/8/2023 6:38 AM
Authorizing Risk Employee Signature	✔ Malea Schmitt 8/8/2023 11:05 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 8/11/2023 10:21 AM
Purchasing Department Signature	✔ Mary Watson 8/11/2023 10:27 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	49
Version	8.0
Attachments	False
Created	7/24/2023 9:31 AM
Created By	Mark Stevens
Modified	8/11/2023 10:27 AM
Modified By	Mary Watson

Commissioners Court - Regular Session **17.**

Meeting Date: 08/22/2023

Justice of the Peace 4 July 2023 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, July 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JUL 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:07 PM
Form Started By: Veronica Bolander		Started On: 08/17/2023 10:05 AM
Final Approval Date: 08/17/2023		

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 Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of July 2023.

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 17th day of August 2023, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
VERONICA BOLANDER
My Notary ID # 2676312
Expires October 29, 2023

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **07/01/2023 - 07/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		**72,128.51**	**72,128.51**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**72,128.51**	**72,128.51**
Tender Method Summary			
Tender Types	Cash	5,649.28	5,649.28
	Cashier's Check	22.00	22.00
	Certified Payments Credit Card	27,846.25	27,846.25
	Check	2,252.00	2,252.00
	Credit Card	23,592.64	23,592.64
	E-File Credit Card	10,769.34	10,769.34
	Money Order	1,997.00	1,997.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Deposit Date: **07/01/2023 - 07/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	600.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	852.00
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	48.45
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	500.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	6,817.19
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	8,200.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-4-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	5.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	5.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	115.10
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	458.76
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	29,667.22
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	537.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,078.24
	0100 - General Fund Total:	**50,883.96**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	20.00
	0361 - JP Security Fund Total:	**20.00**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	25.00
	0369 - JP-4 Truancy Program Fund Total:	**25.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	895.00
	0370 - Alternate Dispute Resolution Fund Total:	**895.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	20.00
	0372 - Justice Court Technology Fund Total:	**20.00**

Payment Report - G/L and Fund Summary

Deposit Date: **07/01/2023 - 07/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	10.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	200.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	13,570.23
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	420.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	20.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	30.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	172.61
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.30
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,713.87
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	10.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	107.54
	0399 - State Agency Fund Total:	**20,284.55**
	Fee Totals for All Funds:	**72,128.51**

Payment Report - Fee Code Summary

Deposit Date: **07/01/2023 - 07/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	55.10	12	0.00	0	0.00	0	55.10	12
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	162.61	41	0.00	0	0.00	0	162.61	41
2020AFHISD	Arrest Fee - Hutto ISD PD CCP 102.011(a)(1), 102.011(e)	1.35	1	0.00	0	0.00	0	1.35	1
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102. 011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	860.28	197	0.00	0	0.00	0	860.28	197
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	13,570.23	254	0.00	0	0.00	0	13,570.23	254
2020CDF	Compliance Dismissal Fine	140.00	14	0.00	0	0.00	0	140.00	14
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	219.98	24	0.00	0	0.00	0	219.98	24
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,078.24	255	0.00	0	0.00	0	3,078.24	255
2020LTF	Local Traffic Fine (TC 542.403)	339.83	132	0.00	0	0.00	0	339.83	132
2020STF	State Traffic Fine (TC 542.4031)	5,663.87	132	0.00	0	0.00	0	5,663.87	132
2020TPF	Time Payment Fee CCP 102.030	458.76	49	0.00	0	0.00	0	458.76	49
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
CB	Cash Bond	600.00	3	0.00	0	0.00	0	600.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	200.00	5	0.00	0	0.00	0	200.00	5
CCOP	Civil Copies	22.75	11	0.00	0	0.00	0	22.75	11
CFINE	County Fine	29,667.22	219	0.00	0	0.00	0	29,667.22	219
CHS	Courthouse Security Fee (CCP 102.017)	15.00	5	0.00	0	0.00	0	15.00	5
CHSJC	JP Security Fee (CCP 102.017)	5.00	5	0.00	0	0.00	0	5.00	5
CJS	Criminal Judicial Support Fee (LGC 103.105)	24.00	4	0.00	0	0.00	0	24.00	4
COLLFEE	Collection Agency Fee	852.00	11	0.00	0	0.00	0	852.00	11
CONT4	Constable Service Fee Pct #4	6,000.00	56	0.00	0	0.00	0	6,000.00	56
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1

Payment Report - Fee Code Summary

Deposit Date: **07/01/2023 - 07/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CRFEEOVER	Criminal Overpayment Fee	0.00	2	0.00	0	0.00	0	0.00	2
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
DDF	Deferred Disposition Fee	527.00	15	0.00	0	0.00	0	527.00	15
IDF	Indigent Defense Fee (LGC 133.107)	10.00	5	0.00	0	0.00	0	10.00	5
JCTF	Justice Court Technology Fee (CCP 102.0173)	20.00	5	0.00	0	0.00	0	20.00	5
JFR	Jury Reimbursement Fee (CCP 102.0045)	20.00	5	0.00	0	0.00	0	20.00	5
JTP	Juvenile Truancy Program (CCP 102.0174)	25.00	5	0.00	0	0.00	0	25.00	5
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	88.00	4	0.00	0	0.00	0	88.00	4
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
MVF	Moving Violation Fee (CCP 102.022)	0.30	3	0.00	0	0.00	0	0.30	3
OPR	Overpayment - Refund	500.00	1	0.00	0	0.00	0	500.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	895.00	180	0.00	0	0.00	0	895.00	180
SB41JCSF	Justice Court Support Fund	4,475.00	180	0.00	0	0.00	0	4,475.00	180
SB41LAF	Language Access Fund - LGC 135.155	537.00	180	0.00	0	0.00	0	537.00	180
SB41SCF	State Consolidated Fee	420.00	20	0.00	0	0.00	0	420.00	20
SFC4	Service/Arrest Fee - Const. 4	10.00	2	0.00	0	0.00	0	10.00	2
SFMCWV	State Fine - Motor Carrier Weight Violation	107.54	1	0.00	0	0.00	0	107.54	1
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
STFS	State Traffic Fine Due To State (HB2048)	50.00	1	0.00	0	0.00	0	50.00	1
TFC	Traffic	3.00	1	0.00	0	0.00	0	3.00	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	8.00	4	0.00	0	0.00	0	8.00	4
TPWF	Texas P&W Fine	48.45	1	0.00	0	0.00	0	48.45	1
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WF	Warrant Fee	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	45.00	9	0.00	0	0.00	0	45.00	9

Payment Report - Fee Code Summary

Deposit Date: **07/01/2023 - 07/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
WSF4	Constable #4 - Writ Service Fee	2,200.00	11	0.00	0	0.00	0	2,200.00	11
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		72,128.51	2,083	0.00	0	0.00	0	72,128.51	2,083

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 7/01/2023-7/31/2023

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$3,078.24	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,077.38		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,099.37		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$879.50		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$21.99		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$3,078.24	$3,078.24			100.000000%
Collected	$3,078.24				

Commissioners Court - Regular Session **18.**

Meeting Date: 08/22/2023

Child Welfare Board Appointment

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Jennifer Deazvedo of Georgetown to the Williamson County Child Welfare Board.

Background

If appointed, Ms. Deazvedo will be filling a vacant position whose term expires in September 2023, therefore her initial term would start in August 2023 and run through fiscal year 2023. I have included her application for your review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Appointment Letter

Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/17/2023 12:52 PM
Form Started By: Becky Pruitt		Started On: 08/16/2023 09:37 AM
Final Approval Date: 08/17/2023		

August 15, 2023

Judge Bill Gravell
Williamson County Courthouse
710 Main Street, Suite 101
Georgetown, TX 78626

The Honorable Judge Bill Gravell and Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Jennifer Deazvedo of Georgetown, to the Williamson County Child Welfare Board. If appointed, Ms. Deazvedo will be filling a vacant position whose term expires in September 2023, therefore her initial term would start in August 2023 and run through fiscal year 2023. I have included her application for your review.

Please place this request for approval of Ms. Deazvedo to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,
Kim

Kim Gibbons
WCCWB President
kimlgibbons@gmail.com
512-415-9609

Texas Department of
Family and Protective Services

Form C-105-0250
Revised July 2021

VOLUNTEER APPLICATION

Purpose: Use this form to apply to volunteer with the Department of Family and Protective Services (DFPS).
Directions: Complete this form and submit it to your local volunteer coordinator in person or via mail or email.
Note: A Social Security number is required to complete this form.

VOLUNTEER INFORMATION

Name (last, first, middle):	Preferred name:	Date of birth:	Place of birth (city, state):
Deazvedo, Jennifer, Dawn	Jennifer or Jen	[redacted]	[redacted]

Other names or spellings Used (married, maiden, alias, for example:
First, middle, last
Miller, Jennifer, Dawn

☐ No Other Names

Current address (street, city, state, ZIP code):	County:
[redacted]	Williamson

Have you had any other residences in Texas in the past two years? ☐ Yes ☑ No If "yes," list them below (street address, city and county, and ZIP code — use an additional sheet if needed):

Have you lived outside Texas in the past 2 years?	Driver license, state, and number:	Social Security number:
☐ Yes ☑ No	[redacted]	[redacted]

Alternate ID #:	Type of alternate ID: ☐ Canadian SIN ☐ Military ID ☐ Passport ☐ Permanent residency card ☐ State photo ID
NA	

Home telephone:	Mobile telephone:	Email address:
NA	[redacted]	[redacted]

Gender:	Race (check all applicable):	Ethnicity:
☐ Male ☑ Female	☑ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Black ☑ White ☐ Unable to determine (or none of the above)	☐ Hispanic ☑ Not Hispanic ☐ Unable to determine

Organization represented (if applicable):	Who referred you to DFPS?
Williamson County Children's Advocacy Center	Kim Gibbons

Why do you want to volunteer for DFPS?

I worked at DFPS for many years and still have a passion for the work. I have been looking for a board to join that would compliment n

Applicable skills:

Organized, hardworking, team oriented

Type of volunteer services preferred:
Child Welfare Board

Are you willing to receive training for another assignment? ☑ Yes ☐ No

EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

☐ Elementary school ☐ Middle school ☐ High school ☐ Vocational training
☐ Some college ☑ College ☐ Graduate school

Interns: ☐ Some college ☑ Undergraduate ☐ Graduate ☐ Post graduate

University:	Date of undergraduate degree:	Date of graduate degree:
University of Texas at Austin	[redacted]	

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
NA	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent

American Sign Language: ☐ Fair ☐ Good ☐ Excellent ☐ N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities
MomsNEXT Georgetown	Table Leader	Mentor moms
MOPS Georgetown	Community Service	community service

DATE(S) AND TIME(S) AVAILABLE

Days per week: 1-2 days

Hours per week: 2 hours

Comments:

ELECTRONIC SIGNATURE FOR VOLUNTEER AGREEMENT

☑ I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks, and I authorize DFPS to complete these checks.

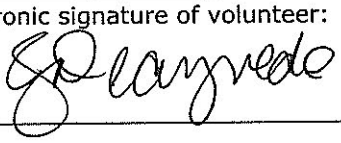
☑ I authorize DFPS to run an FBI criminal history check, which requires fingerprinting, if my role will have access to criminal history information.

☑ I understand that background checks are conducted on annually for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.

☑ I understand that children in DFPS care have experienced trauma in their lives.

☑ I understand this trauma may manifest itself in extreme behaviors, which include foul language, outbursts, and physical aggression.

☑ I understand that my signature on this Electronic Signature Acknowledgement form is equivalent to my handwritten signature and is legally binding. An electronic signature has the same validity and meaning as my handwritten signature. I will not, at any time, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic signature of volunteer:	Date signed:
X 	7/21/23

CHECKLIST FOR VOLUNTEER COORDINATORS

For all volunteers:

- ☐ Complete volunteer application form and enter information in tracking system.
- ☐ Check personal references using telephone or mail reference check forms.
- ☐ Review Volunteer and Community Engagement Policy Handbook, sections 4000–8000.
- ☐ Select job placement with volunteer. If appropriate, complete background check.
- ☐ Complete Transportation Form 250c (if transporting or performing essential driving duties as an official part volunteer duty description).
- ☐ Review duties with volunteer.
- ☐ Review DFPS Volunteer Guidebook and Work Rules and Standards of Conduct.
- ☐ Review and sign Confidentiality Agreement (Form 251).
- ☐ Arrange on-the-job and formal training, when appropriate.
- ☐ Instruct volunteers to send you hours worked at the end of each month and enter them into the volunteer management site, VOMO.

For volunteers with direct client contact or access:

- ☐ Conduct criminal history and Central Registry check.
- ☐ Instruct volunteer to complete online direct-service trainings and sign Form 0249. The training and forms can be found at https://www.dfps.state.tx.us/Community/Volunteer/training.asp.
- ☐ For volunteer transporters and essentials drivers: Check auto insurance, valid driver license, and driving record, in accordance with Sec. 8600 of VCE Handbook.
- ☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.

For volunteers selected for computer access (see section 5800 of VCE Handbook):

- ☐ Conduct criminal history and Central Registry check.
- ☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.
- ☐ Completed Non-DFPS Staff Computer Security Agreement (Form 4047).
- ☐ Schedule volunteer for appropriate computer training.
- ☐ Complete Move/Add/Change (eMac).

SUPERVISOR OR VOLUNTEER COORDINATOR INFORMATION

Supervisor name:	Unit/Location:
Volunteer coordinator name:	Unit/Location:

Commissioners Court - Regular Session **19.**

Meeting Date: 08/22/2023

Approval of Addendum for Remote Eligibility Inquiry Service (REIS) with Indigent Healthcare Solutions for Sheriff's Offic

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an addendum to the agreement between Williamson County and Indigent Healthcare Solutions, LTD and authorizing the execution of the addendum.

Background

This amendment will allow for a Provider Pipeline for the Inmate Medical Bills. The Medical Providers for the Inmate Medical Bills will be able to access the system to confirm payment and amounts. The cost will begin in September 2023 for this addendum. This same amendment exists on the Indigent Healthcare (Wilco Care) agreement as well. It is helpful for the providers to be able to log in and see exactly which patients they are being paid for and the amounts that were paid. This will streamline the process for Jail staff and Accounts Payable staff. The cost per month is $300 and is budgeted in line item 01.0100.0570.004208. Department Point of Contact is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/16/2023 11:35 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:36 AM
Form Started By: Kim Chappius		Started On: 08/14/2023 02:57 PM
Final Approval Date: 08/17/2023		

AMENDMENT
To Non-Exclusive License Agreement
Between
Williamson County and IHS

This NELA Amendment is for the **Williamson County Sheriff's Department** and amends the Non-Exclusive License Agreement ("**NELA**") by and between Indigent Healthcare Solutions, Ltd. ("IHS") and Williamson County ("Client").

Provider Remote Eligibility Inquiry Service (REIS) amendment for Williamson County Sheriff's Department ("REIS Amendment")

1. The service generally

(a) IHS shall provide for Client a Remote Eligibility Inquiry Service ("**REIS**") that permits Client's Program care providers who subscribe to the service ("**Subscribers**") access to certain data of Client's Indigent Health Care Program ("**Program**") (or to summary results based on such data) on the Client's network by posing certain permitted online inquiries regarding Program client status and eligibility.

(b) The parties contemplate and intend that IHS will be functioning in effect merely as a conduit for purveying certain Program enrollee and eligibility data (or summary results based on that data) to REIS Subscribers, in order to assist those Subscribers with their determinations whether to provide healthcare services to individuals requesting such services on the basis of claimed enrollment as clients of the Program.

(c) Neither Client nor any Subscriber shall have or receive any rights or title in or to any of the software used by IHS to provide the REIS, or in or to any other documentation or materials of IHS associated with the IHS provision of that service.

(d) The term of this REIS amendment shall be commensurate with the NELA unless this REIS amendment is earlier terminated as provided below.

2. Elements of the service. The REIS shall consist of the following elements: A provider who has qualified for the REIS according to standards set and enforced by Client and who has subscribed to it ("**Subscriber**") shall be given certain limited access to Client's Program enrollee and eligibility data in the form posing certain permitted online queries to Client's Program, in particular, access that will enable the Subscriber to

(a) query whether a would-be provider customer who has asserted he or she is eligible for Program services ("enrollee claimant") is in fact currently enrolled in the Program, as of the time of the Subscriber inquiry and based on the most recent Program data available to the REIS ("**Program client lookup inquiry**"); and,

(b) if the enrollee claimant in fact is enrolled, whether that enrollee is in fact eligible to receive Program services, as of the time of the Subscriber inquiry and based on the most recent Program data available to the REIS ("**eligibility status inquiry**").

3. Client pre-screening. At the time the Subscriber executes the Subscription Agreement with Client, the Subscriber shall be screened by Client to ensure it is a current Program provider in good standing and that it has a current HIPAA-compliant Business Associate Agreement in place, and satisfies whatever other requirements or qualifications Client shall apply. Client shall also require the Subscriber to submit names of the Subscriber's employees or agents whom the Subscriber proposes to use the REIS. Client will screen these proposed users and approve or disapprove them; if approved, they will be assigned unique user identification numbers by Client, and password(s). Client shall be solely responsible for the screening and qualification of Subscribers and a Subscriber's users.

4. IHS fees to Client. IHS charges a flat fee to the Client for the REIS in the amount of **$300.00** per month. **IHS is waiving this fee for Client for said services until October 1, 2023.** This is mutually agreed upon to help Client maximize the full capability of processing invoices in-house. Client has the right to not use the REIS at the end of the free period.

This includes 10 Concurrent User Inquiry Licenses for the REIS product **AS IS**. Users / Subscribers will be automatically logged off after 30 minutes of inactivity in order to free up licenses for other users.

5. User screens and queries.

(a) **User logon reminder screen.** At the beginning of each logon session for each user, there shall be a screen displayed of the form of the screen specified in **Exhibit B** hereto, that will remind the user that (i) the data is confidential and subject to HIPAA; (ii) the user must comply with the Subscriber's Business Associate Agreement; (iii) the information provided is not guaranteed to be complete or accurate; (iv) the return of data indicating eligibility does not create any contractual obligation or guarantee of the Program to pay for the requested service and is not pre-approval of such requested service; and (v) each Inquiry is distinct and is counted against the Base Number of Inquiries permitted each month and/or is subject to Additional Inquiry charges. To be permitted to proceed to make Inquiries, the user will be required to take an affirmative action to acknowledge he or she has read and understands the reminder information.

(b) **Client lookup query.** To make a Program client lookup inquiry, the Subscriber will be required to have two of the following five data elements to identify the enrollee claimant: Social Security number, client Program number, date of birth, first name, and last name. If the enrollee claimant is identified by Program data as being currently enrolled, the client lookup results screen returned to the Subscriber will indicate "enrolled" status. If the enrollee claimant is identified by the Program as not being a person enrolled or having a pending enrollment application pending, the client lookup results screen will indicate "not enrolled."

(c) **Eligibility status query.** An eligibility status inquiry shall return, for an enrollee claimant who is identified in a Program client lookup inquiry to be currently enrolled in the Program, one of three results on an "eligibility data page":

(i) if the enrollee is identified in the most recent REIS-accessible Program data base as being eligible for Program services offered by the Subscriber, a "Green Check" mark. Additionally, the eligibility data page may indicate that the individual is "Fully Eligible";

(ii) if the enrollee is identified in the most recent REIS-accessible Program data base as being ineligible for Program services offered by the Subscriber, a "Red Stop Sign." Additionally, the eligibility data page will indicate that the individual is "Not Eligible" and may provide a reason why the individual is not eligible; or

(iii) if the enrollee claimant's application for enrollment is pending but not yet approved, or has been declined, according to the most recent REIS-accessible Program data base, a "Yellow Yield Sign" will be displayed on the eligibility data page. Additionally, the eligibility data page may indicate a reason why the enrollee claimant's eligibility determination is pending.

(d) IHS shall use its best efforts to make the REIS available to Subscribers at all times ("24/7"), but does not guarantee such availability, or availability at any particular time; and IHS is not responsible for any times the Client's network is not accessible or operational. Client understands and agrees that it is responsible for the operation and maintenance of its network, through which the data necessary for the REIS must be accessed; and that the Client's Internet Service Provider ("**ISP**") will provide the actual physical basis for Internet-based access to the Client network, including firewalls and security protections.

6. Termination of REIS.

Either party may terminate this agreement to provide REIS, by giving thirty (30) days' written notice to the other. Termination shall not relieve Client of its obligation to pay any accrued fees to IHS.

7. Client responsibilities

(a) Client shall be solely responsible for the screening, qualification and approval of Subscriber entities and of a Subscriber's individual users, and for the compliance of Subscribers and users with HIPAA and other legal and regulatory requirements.

(b) Client shall be solely responsible to ensure that each Subscriber has in place and complies with a HIPAA-compliant Business Associate Agreement.

(c) IHS shall be entitled to rely upon the presumption that Client has properly determined that Subscribers have in place HIPAA-compliant Business Associate Agreements and are otherwise compliant with HIPAA and other applicable law and regulations, and that a Subscriber's designated users have been properly pre-screened by Client and that the Subscriber's and its users' access to the REIS does not violate any applicable law or regulation.

(d) Client shall be solely responsible for the Program data on which the REIS is based, in particular but without limitation, for the accuracy and completeness of such data, and for its prompt updating and correction from time to time.

(e) Client will be solely responsible for setting standards for eligibility and making eligibility determinations, and fielding and resolving any questions or disputes concerning eligibility.

8. IHS disclaimers; IHS limitation of liability; Client sole remedy

(a) IHS shall have no responsibility and no liability of any kind for any damages claimed to be arising from or related to the REIS, for

(i) claims by Subscribers, Program enrollees or enrollee claimants, related to or concerning the accuracy, completeness or currentness of the Program data used for the REIS or the accuracy of any client lookup or eligibility inquiry results screens or other inquiry return data or information; or

(ii) claims by Program enrollees or enrollee claimants that any provider services were denied to them by a Subscriber or other provider on the basis of information provided by the REIS.

(b) IHS shall have no responsibility for determining, and no liability of any kind for any damages claimed to be arising from or related to any determination or failure to determine:

(i) whether Subscribers are qualified Program providers, have HIPAA-compliant Business Associate Agreements in place with Client, or are otherwise in compliance with HIPAA and other applicable law and regulations,

(ii) whether a Subscriber, a Subscriber's user, or Client failed to comply with HIPAA or other applicable law or regulation; or

(iii) whether a Subscriber's users or proposed users are or were legally or personally qualified and appropriate to be users of the REIS.

(c) IHS shall have no responsibility for the accuracy, completeness, or currentness of the Program and other data used and reported by the REIS to Subscribers, including of any updates or corrections to such data or the timeliness of such updates or corrections.

(d) IHS shall have no liability of any kind to Client or to any third party for any claims of any kind by any third parties (including but not limited to Subscribers, Program providers or Program clients/enrollees) for damages or relief of any kind based on or related to the REIS, the Program data used by the REIS, or the Program data and other results and information reported by the REIS to Subscribers. IHS shall be a conduit for such information to Subscribers based on data kept and maintained by Client, which shall be solely responsible for the content, accuracy, completeness or currentness of such data.

(e) Client's sole and exclusive remedy for any unresolved and uncured IHS failure to provide the REIS as described herein shall be termination of this REIS Amendment.

(f) IHS expressly disclaims any and all representations and warranties that the REIS will be free from interruption, accurate, or available to Subscribers at all times. Client understands and agrees that it shall

be solely responsible for the operation of its network, access to and through which is required to access the data on which the REIS depends; and that Client and its ISP have the sole responsibility for providing Internet-based access to the Client's network and suitable security such as firewalls. The provisions of Non-Exclusive License Agreement section 23 ("Disclaimer of warranties; no implied warranties") applies to IHS provision of the REIS.

9. Indemnity by Client. The indemnity provision of the Non-Exclusive License Agreement (section 21) shall apply to any and all claims of any kind by any third parties arising from or related to the REIS or any data or information provided to Subscribers under the REIS.

10. Nonexclusivity. The REIS shall not be a service exclusive to Client. IHS is free to provide similar services to other of its customers.

11. Other provisions of Non-Exclusive License Agreement apply. Except to the extent, they conflict with provisions in this REIS Amendment, the other provisions of the Non-Exclusive License Agreement, as they may be amended from time to time, shall apply to the REIS and the provision of the REIS by IHS for Client.

WILLIAMSON COUNTY

BY: _____

NAME PRINTED: HON. BILL GRAVELL JR.

TITLE: COUNTY JUDGE

DATE: _____

INDIGENT HEALTHCARE SOLUTIONS

BY: _____

NAME PRINTED: ROBERT BAIRD

TITLE: PRESIDENT

DATE: 4/19/23

EXHIBIT B

TO NELA AMENDMENT

USER LOGIN REMINDER SCREEN

User logon reminder screen (requires affirmative assent to access information portal inquiry screen):

REMEMBER!

- You have certain responsibilities when you use this Remote Access Data Service to keep the Personal Heath Information (PHI) or other personally identifying information you receive confidential.

- You are responsible for complying with HIPAA and other federal and state confidentiality standards.

- The information provided by this Remote Access Data Service is the most recent information available to Williamson County, but it is NOT guaranteed to be accurate or complete. Events may have occurred but not yet be reported, assessed or included.

___ I have read and understand these reminders, and wish to proceed to use the Service.

___ I DO NOT wish to proceed or use the Service at this time.

Commissioners Court - Regular Session **20.**

Meeting Date: 08/22/2023

Approval of Renewal #2 of Professional Services Agreement (PSA) for Pre-Employment Psychological for Corrections 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 renewal #2 (final) of a Professional Services Agreement (PSA) for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees, between Williamson County and Dr. Eugene Waters of AdventHealth - Behavioral Health Center; with a not-to-exceed amount of $10,000 for FY24, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Local Government Code § 262.024(a)(4) and authorizing the execution of the agreement.

Background

The approval of this renewal agreement will benefit the Williamson County Sheriff's Office with pre-employment psychological screenings of potential employees as needed. Dr. Eugene Waters with AdventHealth - Behavioral Health Center will complete these screenings both in-person and/or telephonically. The cost of the screenings will be $250.00 per each evaluation, with a cap of $10,000.00 for FY24. The term of this agreement will continue until September 30, 2024, unless terminated sooner as authorized within this agreement. Please see the attached agreement for more detailed information. Funding Source is 01.0100.0570.004705. The department Point of Contact is James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Second Extension Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/16/2023 11:23 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:32 AM
Form Started By: Kim Chappius		Started On: 08/08/2023 10:45 AM
Final Approval Date: 08/17/2023		

SECOND EXTENSION AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Vendor: Dr. Eugene Waters

Vendor's Mailing Address:

1610 South 31st
#102-298
Temple, Texas 76504

Agreement Subject of this Extension Agreement:

The Professional Service Agreement For Pre-Employment Psychological Screenings For The Williamson County Sheriff's Office dated June 22, 2022, by and between Vendor and County (the "Agreement") attached hereto as Exhibit A.

Agreement to Extend Agreement:

1. Extended Term: Vendor and County (hereinafter collectively referred to as the "Parties") hereby agree to extend the Agreement for an additional term of one (1) year, commencing on October 1, 2023, and ending on September 30, 2024 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions:

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

VENDOR:

Dr. Eugene Waters

By: Eugene C. Waters, Ph.D.
Eugene C. Waters, Ph.D. (Aug 7, 2023 14:25 CDT)

Printed Name: Eugene C. Waters, Ph.D.

Date: Aug 7, 2023 ____, 20____

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____ ____, 20____

Exhibit A

PROFESSIONAL SERVICE AGREEMENT FOR PRE-EMPLOYMENT PSYCHOLOGICAL SCREENINGS FOR THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Dr. Eugene Waters hereinafter referred to as PROVIDER, for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, pre-employment psychological screenings for potential employees as needed. PROVIDER will complete these screening both in-person and or telephonically. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations

II.
TERM

This initial term under this Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2022, unless terminated sooner as authorized

herein. The Agreement may be extended beyond the initial term for up to two (2) additional twelve (12) month periods upon a mutual renewal approved by COUNTY'S governing body. If the COUNTY exercises any extension option, all terms, conditions, and provisions of the Agreement shall remain in effect for that extension period, subject only to any economic price adjustment if necessary.

III.
COST AND PAYMENT

PROVIDER will be compensated based on rate of $250 per evaluation, with a not to exceed cap of $10,000 for FY22. Sessions may be completed via remote electronic methods including telephone or videoconferencing or in-person as needed. The fees under this Agreement shall be subject to the budgeted and available funding allotted and available for this category of services with the WCSO for each fiscal year.

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.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

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

VI.
THIRD PARTY BENEFICIARY EXCLUDED

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

VII.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. In the event of further lockdowns or shelter-in-place orders related to COVID19 or any other communicable diseases or pandemic, if PROVIDER is able to provide services under this agreement by way of telephone, teleconference, or remote electronic means, this paragraph will not apply to relieve PROVIDER of the obligation to provide services or to relieve COUNTY of the obligation to pay for services provided as set forth in this agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for payment for services rendered by PROVIDER and goods actually received as of 5:00 pm on the termination date.

IX.
NOTICE

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

Stay up to date on new arrivals, email exclusives, and more.

Enter your email address

SUBSCRIBE

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Dr. Eugene Waters
1610 South 31st #102-298
Temple, TX 76504

X.
SEVERABILITY

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

XI.
VENUE AND GOVERNING LAW

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

XII.
NO WAIVER OF IMMUNITIES

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

XIII.
COUNTY'S RIGHT TO AUDIT

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

XIV.
APPROPRIATION OF FUNDS

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

XV.
ENTIRE AGREEMENT

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

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

Bill Gravell Jr.
Bill Gravell (Jun 22, 2022 11:12 CDT)

Bill Gravell
Williamson County Judge

Date: Jun 22, 2022, 20

PROVIDER

Dr. Eugene Waters

Dr. Eugene Waters

Date: 6-14, 2022

Commissioners Court - Regular Session **21.**

Meeting Date: 08/22/2023

Williamson Co. Water, Sewer, Irrigation, Drainage Dist #3 (Star Ranch) Standard Agreement 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 the Standard Agreement with Williamson County Water, Sewer, Irrigation and Drainage District #3 (Star Ranch) for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for Williamson County Water, Sewer, Irrigation and Drainage District #3 (Star Ranch) to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Star Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/14/2023 10:23 AM
Form Started By: Starla Hall		Started On: 08/11/2023 10:19 AM
Final Approval Date: 08/14/2023		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 1, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024, and

October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Williamson County Water, Sewer, Irrigation, and Drainage District No. 3

Signature: _____

Printed Name: Rance Richter

Title: President

Date: August 9, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 11, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

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____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **22.**

Meeting Date: 08/22/2023

Highlands at Mayfield Ranch MUD Standard agreement 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 the Standard Agreement with Highlands at Mayfield Ranch Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for Highlands at Mayfield Ranch MUD to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Highlands at Mayfield Ranch MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/14/2023 10:24 AM
Form Started By: Starla Hall		Started On: 08/11/2023 02:50 PM
Final Approval Date: 08/14/2023		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 1, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024, and

October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Highlands at Mayfield Ranch Municipal Utility District

Signature: _____

Printed Name: Carl Highsmith

Title: President

Date: August 10, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 11, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 2023

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **23.**

Meeting Date: 08/22/2023

Approval of Emergency Service Contract for Emergency Tower Repairs from Randal's Tower Tech for Radio Communications System

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Emergency Service Contract #2023260 between Williamson County and Randal's Tower Tech for the amount of $87,460.00, and exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024(a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and § 262.024(a)(3) [an item necessary because of unforeseen damage to public property], and authorizing execution of the agreement.

Background

Approval of this Contract will benefit the Radio Communications System with the repairs to eight (8) different tower sites that were damaged during Storm Mara. Randal's Tower Tech had performed the inspections on each tower earlier this year for damages. The attached estimates show the cost for repair(s) for each tower site. IT, Legal, Budget and Contract Audit have reviewed this agreement. Funding source is 01.0507.0507.004987. The department point of contact is Rick Akins.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Randal's Tower Tech Signed Contract

Redacted Randal's Tower Tech Estimates

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/17/2023 11:44 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 12:58 PM
Form Started By: Mary Watson		Started On: 08/16/2023 10:37 AM
Final Approval Date: 08/17/2023		

WILLIAMSON COUNTY
EMERGENCY SERVICES CONTRACT
(Randal's Tower Tech, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS EMERGENCY SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randal's Tower Tech, 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 work described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein.

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 effective as of the date of the last party's execution below (the "Effective Date") and shall continue until the Project Completion Date. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be Three (3) Months from the Effective Date, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described above, this Contract shall automatically terminate without further obligations from either Party, except as otherwise expressly provided herein.

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 Eighty-Seven Thousand Four Hundred Sixty Dollars ($87,460.00).

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

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$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. Additionally, 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 Service Provider for any reason are hereby deleted.

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: Notwithstanding the provisions of Section II, Effective Date and Term, 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.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote, and being marked **Exhibit "A,"** 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.

XXI.

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:

Randal's Tower Tech, Inc.
Name of Service Provider

Denise Garner
Authorized Signature

DENISE GARNER
Printed Name

Date: August 17, 2023

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
2/17/2023	[redacted]

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Tower Road

Description	Qty	Rate	Total
Decom and install waveguide @ Tower Road	2	3,000.00	6,000.00
Mob and de-mob within Williamson CO		495.00	495.00
Decom, assemble and install 6' dish	2	3,500.00	7,000.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$13,495.00

[redacted]

Thank you for your business!

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
8/9/2023	[redacted]

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Cedar Park South

Description	Qty	Rate	Total
Decom, assemble and install 6' dish Cedar Park South	1	3,500.00	3,500.00
Mob and de-mob within Williamson CO		495.00	495.00
Remove & reinstall waveguide	3	2,000.00	6,000.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$9,995.00

[redacted]

Thank you for your business!

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
2/17/2023	[redacted]

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Cedar Park

Description	Qty	Rate	Total
Decom, assemble and install 6' dish Cedar Park	2	3,500.00	7,000.00
Mob and de-mob within Williamson CO		495.00	495.00
Remove & reinstall waveguide	2	2,000.00	4,000.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$11,495.00

[redacted]

Thank you for your business!

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
2/17/2023	[redacted]

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Granger

Description	Qty	Rate	Total
Decom, assemble and install 6' dish Granger	2	3,500.00	7,000.00
Mob and de-mob within Williamson CO		495.00	495.00
Remove & reinstall waveguide	2	2,000.00	4,000.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$11,495.00

[redacted]

Thank you for your business!

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
8/9/2023	[redacted]

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Liberty Hill

Description	Qty	Rate	Total
Decom, assemble and install 6' dish Liberty Hill	1	3,500.00	3,500.00
Mob and de-mob within Williamson CO		495.00	495.00
Remove & reinstall waveguide	2	2,000.00	4,000.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$7,995.00

[redacted]

Thank you for your business!

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
2/17/2023	[redacted]

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Prime Site

Description	Qty	Rate	Total
Decom, assemble and install 6' dish Prime Site	3	3,500.00	10,500.00
Mob and de-mob within Williamson CO		495.00	495.00
Remove & reinstall waveguide	3	2,000.00	6,000.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$16,995.00

[redacted]

Thank you for your business!

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
8/9/2023	[redacted]

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Taylor

Description	Qty	Rate	Total
Decom and install waveguide @ Taylor	2	3,000.00	6,000.00
Mob and de-mob within Williamson CO		495.00	495.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$6,495.00

[redacted]

Thank you for your business!

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
8/9/2023	[redacted]

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Thrall

Description	Qty	Rate	Total
Remove & install 7/8 " coax @ Thrall	1	3,000.00	3,000.00
Mob and de-mob within Williamson CO		495.00	495.00
Remove & reinstall waveguide	2	3,000.00	6,000.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$9,495.00

[redacted]

Thank you for your business!

Commissioners Court - Regular Session **24.**

Meeting Date: 08/22/2023

Approval of the Addendum for the Not-to-Exceed amount for Master Service Agreement with 5-F Mechan

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the addendum of the not-to-exceed amount for the current Master Service Agreement between 5-F Mechanical and Williamson County for HVAC and Plumbing Maintenance Services, by increasing the current not-to-exceed amount of $350,000.00 by an additional $75,000.00, to a new total not-to-exceed amount of $425,000.00 and authorizing the execution of the agreement.

Background

This Master Service Agreement shall run through September 30, 2023. Services provided support the plumbing, heating, ventilation and air conditioning of County buildings. The increase to the not-to-exceed amount doesn't exceed the 25% of the total contract pricing. The new contract will take effect October 01, 2023 - September 30, 2024, was approved on August 15, 2023, item #27. Funding Source: 01.0100.0509.004510. Other funding sources may be used depending on the type of work performed. Department Point of Contacts are Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/17/2023 11:49 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:07 PM
Form Started By: Kim Chappius		Started On: 08/17/2023 09:53 AM
Final Approval Date: 08/17/2023		

AMENDMENT AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Vendor: 5-F Mechanical Group, Inc.

Vendor's Mailing Address:

15705 Brenda Street
Austin, Texas 78728

Agreement Subject of this Extension Agreement:

The Master Service Agreement dated March 29, 2022, by and between Vendor and County (the "Agreement") attached hereto as Exhibit A.

Agreement to Amend Agreement Amount:

1. Agreement Amount: Vendor and County (hereinafter collectively referred to as the "Parties") hereby agree to increase the Agreement amount to a total amount not to exceed Four Hundred Twenty-Five Thousand Dollars ($425,000).

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment Agreement, the terms of this Amendment Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Agreement term and any extended term thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Amendment Agreement to be effective as of the date of the last party's execution below.

VENDOR:

5-F Mechanical Group, Inc.

By: _____

Printed Name: Steven P. Pack

Representative Capacity: HVAC Service Manager

Date: 17 August ____, 20 23

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____ ____, 20____

EXHIBIT A

Master Services Agreement (No._____)

This Master Service Agreement (this "**Agreement**") is made and entered into as of the award date or on or after April 1, 2022 - September 30, 2023 and is by and between **5-F Mechanical Group, Inc. (5F)**, with its principal place of business at 15705 Brenda Street Austin, Texas 78728 and **Williamson County, a political subdivision of the State of Texas acting through its governing body ("WILCO** or the **"COUNTY")** with its principal office at 3101 SE Inner Loop Georgetown, Texas 78726 (hereinafter individually referred to as the **"Party"** or together referred to as the **"Parties")**.

WHEREAS, 5F is engaged in the business of maintaining, servicing, and providing plumbing, heating, ventilation, and air conditioning building systems and wishes to provide WILCO with such services; and

WHEREAS, WILCO wishes to retain 5F from time to time to perform discrete projects on an individual work order basis under this Agreement; and

NOW THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

1. WORK ORDER SERVICES

1.1. Each project for which WILCO desires to engage 5F shall be set forth in detail in a separate work order (**"Work Order"**), which shall be labeled by project number, and which together shall not exceed a total amount of $350,000 USD unless otherwise agreed in writing by the Parties. The Work Order shall be submitted on the form attached hereto as **Exhibit A** and shall detail the scope of work, scheduled, compensation for each project, and shall refer and automatically incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between any term or condition in a Work Order, and any term or condition of this agreement, the terms and conditions of this Agreement will govern and control.

1.2. Either 5F or WILCO may issue a Work Order. However, 5F shall not be obligated to perform any work until the Work Order is mutually agreed upon and executed by both Parties. To the extent the Parties draft a Work Order electronically either an electronic signature or confirming email shall operate as proper execution of such Work Order. Once executed, a Work Order shall be binding and deemed part of, and shall be subject to, this Agreement.

1.3. 5F is qualified, experienced, and capable of performing the services described in the agreed upon Work Orders and this Agreement (**"Services"**) and has agreed to perform the Services in accordance with the terms and conditions of this Agreement and the Work Order(s).

1.4. WILCO shall be responsible for and shall pay for the costs and expenses in connection with the Services and good provided under this Agreement and as specified in a Work Order.

1.5. Subject to prompt payment by WILCO, 5F shall provide all materials, labor, and equipment necessary for the performance of the Services as specified in the Work Order.

1.6. In the event that WILCO requests a change in the scope of the Services to be provided by 5F and if the change requested changes the price or schedule of the Services provided by 5F, 5F shall provide a revised cost or schedule estimate to WILCO, within (5) business days of the requested change. If WILCO accepts the revised cost or schedule estimate, WILCO shall issue an executed Change Order submitted on the form attached hereto as **Exhibit B** (**"Change Order"**). Such Change Order shall be executed by an authorized

representative of 5F. Upon execution of the Change Order by an authorized representative of 5F, the Change Order shall become a binding agreement between the Parties under the terms and conditions of the Work Order which it modifies and this Agreement. 5F shall not be obligated to perform any changed work until the Change Order is mutually agreed upon and executed by both Parties.

1.7. If 5F encounters conditions at any site(s) that are (.1) subsurface or otherwise concealed physical conditions that differ materially from those reasonably anticipated; 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 Work Order or other contract document, 5F shall promptly provide notice to WILCO before conditions are disturbed, and 5F shell be entitled to an equitable adjustment to the Contract Price and Contract Time (as those terms are defined herein) to the extent such conditions increase 5F's cost of, or time required for, performance or any part of the Services.

2. COMPENSATION; CONTRACT PRICE:

2.1. The compensation (the **"Contract Price"**) and payment schedule for the performance of the Services shall be set forth in detail in each Work Order.

2.2. WILCO payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Invoices shall be deemed overdue the thirty-first (31st) day after the later of the following: (.1) the date WILCO receives the good under specified in the Work Order; (.2) the date the performance of the service is completed; or (.3) the date Williamson county Facilities and Williamson County Auditor receives an invoice for the good and services, which shall be defined as the date an invoice is deemed delivered to the address provided in Section 2.3 below.

2.3. To ensure prompt payment, 5F's invoices shall include: (.1) the project or Work Order number; (.2) the invoice number; (.3) a reasonably detailed description of the Services rendered including, but not limited to; quantity or quantities, applicable unit prices (Construction Pricing see BuyBoard 638-21), (Plumbing/HVAC Repair Rates see **Exhibit C**), total prices and total amount; (.4) WILCO Purchase Order number; and (.5) 5F business and mailing address, telephone number, and business name. Invoices shall be submitted by regular or electronic mail directly to:

Williamson County Facilities Department
Attn: Facilities Maintenance Director or designee
3101 SE Inner Loop Georgetown, Texas 78626
Phone: 512.943.1599
Email: facilities@wilco.org

2.4. If WILCO disputes any 5F invoice, WILCO will: (.1) pay all charges not disputed, and (.2) notify 5F of the dispute in writing, providing the Invoice Number and an explanation of the issue in dispute. If the dispute is not resolved withing (15) days, either Party may submit their claim to dispute resolution as provided in Section 13.9. The Parties will cooperate in good faith to resolve any such disputes after WILCO notifies 5F of the dispute. If both Parties agree that a disputed amount is a legitimate charge, WILCO will pay such amount within thirty (30) days of such determination.

2.5. 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 WILCO 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 licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment becomes due. The said rate in effect on September 1 of the licensee's fiscal year 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 preceding the fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation d must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default or suspend Services until payment is received and recover all related costs arising from or related to the suspension, including demobilization and remobilization costs.

3. CONTRACT TIME

3.1. 5F shall complete the services in accordance with the agreed upon project schedules and milestones (the "**Project Schedule**") set forth in the applicable Work Order(s) (the "**Contract Time**"). 5F shall be entitled to adjustments to the Contract Time and Contract Price in the event that WILCO modifies, compresses, or accelerates any of the activities in the Project Schedule.

3.2. If 5F is delayed at any time in the commencement or progress of the Services by WILCO, or separate contractors or design professionals employed by WILCO, or by any other third party event: (.1) WILCO's failure to timely perform its obligations under this Agreement or any other Work Order; (.2) any government or regulatory agency's failure to timely review and approve any applicable permits, submittals, or deign document; (.3) changes ordered in the Services by WILCO; or (.4) any Force Majeure event as defined below; then the Contract Time shall be extended by a Change Order for a period of time reasonably necessary to overcome the effect of the delay, and the Contract Price shall be increased for the additional costs (if any) arising from such delay including any increased costs for materials and increased costs of labor, including overtime.

3.2.1. To the fullest extent permitted by applicable laws, 5F shall not be responsible or liable, and shall be entitled to equitable adjustments to the Contract Price and Contract Time, for any delays and/or any failure in performing the Services or its obligations hereunder due to causes beyond its reasonable control, including, and without limitation: acts of God, war (including civil war), riots, embargoes, acts of civil or military authorities, acts of any government (whether sovereign or contractual), fires, floods, freezes, explosions, the elements, epidemics, pandemics, quarantine restrictions, strikes, lockouts, plant and facility shutdowns, accidents, shortages of energy, material shortages, components part shortages, unavailability of labor, procurement delays, or any other acts or events beyond the parties control (collectively, "**Force Majeure Event**").

4. WILCO RESPONSIBILITIES

4.1. WILCO shall permit 5F free and timely access to the project sites and shall provide project documents or information necessary or required to allow 5F to complete the Services without interruption or disruption.

4.2. WILCO shall cooperate with 5F in securing any required building and other permits, licenses, and inspections.

4.3. WILCO shall review and approve or take other appropriate actions on permits, submittals, Change Order

requests, RFI's, and any 5F notification and deliverables that require WILCO's review and/or approval, within such time periods that will not delay 5F's performance of the Services. However, the review period shall not exceed ten (10) business days.

4.4. WILCO shall also schedule and conduct all reviews, inspections, and tests required to obtain any equivalent certifications from any third-party and/or government entities with jurisdiction, promptly and so as not to delay the performance of the Services.

4.5. WILCO shall schedule and coordinate the work of its other subcontractors in a manner that does not interfere or impact 5F's performance of the Services.

4.6. WILCO reserves the right to inspect all equipment and tools used to perform the work under this Service. Any equipment reasonably determined to be in poor condition must be replaced immediately, at 5F's expense. Failure to provide suitable equipment for carrying out all requirements of the contract may be grounds for termination.

4.7. WILCO shall perform periodic inspections of 5F's work under this Service to ensure compliance with the Work Order specifications.

4.8. If WILCO is unable or does not perform its obligations in accordance with this Section 4, 5F shall be entitled to an extension of the project schedule or Contract Time for such delays, occasioned by WILCO's actions and may also be entitled to an increase in the Contract Price to the extent such delays result in increased costs to perform the Services.

5. 5F RESPONSIBILITIES

5.1. 5F shall be responsible for furnishing all tools, equipment, staffing, and supervision necessary for performance of the Services. Any equipment determined to be in poor condition by WILCO shall be replaced immediately, at 5F expense.

5.2. 5F shall employ labor that is sufficiently skilled and qualified to perform the Services. If any portions of the Services require any professional licenses, 5F warrants that all such services will be performed by individuals with such licenses.

5.3. 5F will be responsible for the acts, omissions, and Services provided by its employees, agents, and representatives.

5.4. 5F agrees to abide by all applicable laws related to the hiring, employment, and supervision of tis labor force at all times during the term.

5.5. 5F shall cooperate with WILCO and WILCO's other contractors, design professionals, and consultants.

5.6. 5F may provide operator coaching and onsite training of select WILCO personnel, if requested.

5.7. 5F shall provide SDS sheets to WILCO representatives, upon request, for all products used as part of this Service.

5.8. 5F shall be responsible for all damages to WILCO facility or contents to the extent caused by 5F, their staff or

subcontractors during the performance of their duties.

5.9. 5F agrees to abide by all applicable federal, state, and local safety requirements related to the Services, including but not limited to OSHA requirements, and 5F shall at all times maintain such training, certifications, and documentation required by such laws.

6. INDEPENDENT CONTRACTOR

6.1. 5F shall at all times act as an independent contractor and, as such, no law, agreement or other arrangement that has the effect of concerning benefits upon officers or employees of WILCO shall be applicable to 5F in connection with the Services. 5F shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this Agreement.

7. SUBCONTRACTING

7.1. No portion of the work covered under this Service may be subcontracted or assigned without prior approval of a WILCO Representative, which shall not be unreasonably withheld, conditioned, or delayed. Request to subcontract all or any portion of services required by 5F will be submitted to a WILCO Representative, at a minimum of three (3) business days in advance of the proposed effective date of the subcontract.

7.2. 5F shall be responsible for services provided by any subcontractor as if 5F were providing the services.

8. EMERGENCY CALL OUT SERVICE

8.1. 5F shall provide twenty-four (24) hour emergency service, as needed, for WILCO facilities included in this agreement. Hours shall be Monday through Friday, 4:01 PM to 6:59 AM and twenty-four (24) hours each day on weekend and holidays. Reference Exhibit C Fee Schedule. 5F shall have appropriate working personnel at designated site, ready to work, within four (4) hours of the callout. 5F shall respond to a WILCO Facilities Representative by telephone within ½ hour if the problem is capable of being corrected through the use of a web-capable electronic device to alleviate the source of the complaint. See Paragraph 2.3 pricing.

9. INSURANCE

9.1. 5F shall maintain throughout the duration of this Agreement adequate insurance to cover such damages, demands, claims, losses, or liabilities resulting from 5F's performance of the Services which shall include:

- Commercial General Liability coverage in the amount of $1,000,000 USD (per occurrence), combined Single Limit Liability for Bodily Injury and Property Damage subject to $2,000,000 USD general aggregate including the following coverage/terms: premises and operations, products/completed operations, personal injury, XCU, independent contractors protective, defense costs outside the limits of liability, and occurrence-based policy.
- Commercial Automotive Liability coverage in the amount of $1,000,000 USD combined single limit of liability for bodily injury, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- Worker's Compensation Insurance covering 5F's employees. Worker's Compensation Coverage complying with the laws of the State of Texas and Employer's Liability Insurance with limits of: $1,000,000 USD bodily injury by accident/each accident; $1,000,000 USD bodily injury by disease/each employee; $1,000,000 USD bodily injury by disease/policy limit; and
- Umbrella Liability coverage in the amount of $5,000,000 USD per occurrence and in the aggregate with

follow-form coverage applicable to underlying Commercial General and Commercial Automotive liability policies maintained by 5F.

10. TERM AND TERMINATION

10.1. This Agreement commences on the Effective Date and will remain in effect for one (1) year from the Effective Date ("**Contract Duration**"), unless sooner terminated as provided in this Article 8. If WILCO chooses not to terminate this Agreement at the end of the Contract Duration, this Agreement shall be renewed annually by agreement of both Parties for a period of one (1) year.

10.2. This Agreement may be terminated at any time at the option of either party, without future or prospective liability or performance upon giving thirty (30) days written notice thereof. In the event of termination, WILCO will only be liable for its pro-rata share or services rendered and goods actually received. Notwithstanding the forgoing, WILCO will reimburse 5F for all non-cancelable obligations entered into by 5F, which WILCO has approved and for which 5F can show written proof of satisfactory to WILCO. WILCO shall also be responsible for all demobilization costs and other reasonable expenses actually incurred as a result of such termination by WILCO.

10.3. 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 WILCO receives the goods under the contract; (2) the date the performance of the Service under the contract is completed; or (3) the date Williamson County Auditor receives an invoice for the goods or Services. Interest charges for any overdue payments shall be paid by the licensee 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 licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to one (1%) percent and (2) the prime rate published by The Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default, or suspend Services until payment is received and recover all related monies earned to-date and all related costs arising from or related to the suspension, including demobilization and remobilization costs associated with cancellation of 5F's vendors and subcontractors.

10.4. In case of material breach of any obligation contained in this Agreement by either Party (hereafter referred to as the "**Breaching Party**"), the other Party (hereafter referred to as the "Non-**Breaching Party**"), shall give the Breaching Party notice thereof and allow a ten (10) day period in which the Breaching Party shall institute efforts to cure the material breach. If the Breaching Party does not initiate such efforts within the ten (10) day period, the Non-Breaching Party shall have the right to terminate the Agreement as the date it first gave notice to the Breaching Party thereof.

10.5. In the event of termination or expiration of the Agreement, 5F agrees to return the remaining balance of any unused payments or other monies advanced to 5F by WILCO, if any.

10.6. To the extent that all payments have been received for all Work Orders between the Parties, in the event of termination or expiration of this Agreement, 5F shall promptly return all materials, and hand over all work in

progress to WILCO.

10.7. The Work Orders entered into between Parties pursuant to the Agreement may be terminated individually for the specific assignment set out in such Work Order in accordance with the provisions set out in this Article 10. In the event that an individual Work Order is terminated in accordance with this Article 10, this Agreement and any remaining Work Orders or purchase orders continue to be in force and effective between the Parties.

11. INDEMNIFICATION

11.1. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVIE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY "THE INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILTY AND LIABLITY (OTHER THAN AS A RESULT OF INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIN OR ACTION BASED ON OR ARRISING 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 WORKSITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

11.2. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFIY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOSING), 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 ATTORNET'S 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 OR SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE; PROVIDED, HOWEVER, FOR THE AVOIDANCE OF DOUBT, ANY CLAIMS BASED ON A BREACH OF CONTRACT SHALL BE EXCLUDED FROM INDEMNIFICATION HEREUNDER.

11.3. Notwithstanding anything herein to the contrary, under no circumstances shall 5F be responsible for any indemnification obligations that result from, or relate to, acts or omissions of WILCO or its employees, agents, contractors, or any other third-party acting on WILCO's behalf.

12. WARRANTY

12.1. 5F represents and warrants that it has the requisite skills, professional ability, and experience to perform the Services. 5F shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing services similar to the Services in the same locality.

12.2. 5F represents and warrants that it has the right to enter into this Agreement and perform the services, and that there are no restrictions imposed on it which would prevent it from performing the Services and complying with all provisions of this Agreement.

12.3. Unless as otherwise agreed upon by the Parties, any goods provided under this Agreement or any associated

Work Order shall be free from defects in material or workmanship, shall be of new and good quality and fit for its intended purpose, and shall be in compliance with all standards generally accepted in the local industry.

12.4. 5F represents and warrants that, for the period beginning on the date 5F commences performance of the Services pursuant to each Work Order and terminating one (1) year from the substantial completion of the Services, the Services shall substantially comply with the requirements of the Work Order(s) and shall be free of any material defects.

12.5. At WILCO's and exclusive remedy 5F shall repair and/or replace any defective or non-conforming Services, at no charge to WILCO. Provided, however, 5F shall not be responsible for damage, defects, or deficiencies caused by: (.1) equipment abuses or misuse, (.2) work, installations, and/or modifications that are not performed by 5F; (.3) improper operation, and (.4) normal wear, tear, and usage.

12.6. **5F HAS NOT MADE AND DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER RELATING TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REPRESENTATIONS AS TO: (.1) THE FITNESE, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OR PARTS OF EQUIPMENT; (2) THE SERVICES FITNESS FOR ANY PARTICULAR PURPOSE; (.3) THE QUALITY OF WORKMANSHIP; OR (.4) THE PERFORMANCE OR CAPACITY OF EQUIPMENT. ANY AND ALL SUCH OTHER WARRANTIES AND/OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED BY 5F.**

13. WAIVER OF CONSEQUENTIAL DAMAGES

13.1. TO THE FULLEST EXTENT PERMITTED BY LAW, 5F SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES SUFFERED BY WILCO UNDER ANY PART OF THIS AGREEEMENT, WORK ORDER OR CHANGE ORDER WHETHER OR NOT THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES HAS BEEN DISCLOSED TO 5F OR COULD HAVE BEEN REASONABLY FORESEEN BY 5F.

14. LIMITATION OF LIABILITY

14.1. Notwithstanding any other provisions contained elsewhere in this Agreement or any Work Order to the contrary, (.1) the remedies stated in this Agreement are exclusive, and (.2) in no event shall the cumulative aggregate liability of 5F to WILCO for any damages, whether in contract, warranty, tort, negligence, strict liability, delay, error or omission, indemnity, or otherwise the for performance of the Services or breach of Agreement, or anything done in connection therewith, exceed ten (10%) percent of the Contract Price.

15. MISCELLANEOUS

15.1. **Notices:** All notices, demands, requests, or other communications hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, or sent by facsimile or electronic mail, addressed as follows:

- If to 5F HVAC Service:
  - 5-F Mechanical Group, Inc.
    Attn: Steve Pack
    PO Box 81305 Austin, Texas 78708
    Phone: 512.771.5482

Email: steve.pack@5fmech.com

- If to 5F Plumbing Service:
  - 5-F Mechanical Group, Inc.
    Attn: Tommy Schwartz
    PO Box 81305 Austin, Texas 78708
    Phone: 512.269.6043
    Email: tschwartz@5fmech.com

- If to WILCO:
  - Williamson County Facilities Department
    Attn: Facilities Maintenance Director or designee
    3101 SE Inner Loop Georgetown, Texas 78726
    Phone: 512.943.1599
    Email: facilities@wilco.org

Any such notice shall be deemed to be given and received on the day on which the correspondence was delivered or transmitted. Either Party may change its address for service from time to time by giving notice in writing thereof to the other Party in accordance with this Article.

15.2. **Entire Agreement Modifications:** This Agreement, together with any exhibits, constitutes the entire agreement between the Parties. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and executed by both Parties.

15.3. **Severability:** If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall remain valid in full force and effect.

15.4. **Assignment:** This Agreement or any other obligation hereunder shall not be assigned by either Party without the prior written consent of the other Party.

15.5. **Third-Party Beneficiaries:** This Agreement is not intended to confer upon any non-Party any rights or remedies hereunder.

15.6. **Binding Effect:** Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives, and assigns.

15.7. **Waiver of Breach:** Failure of 5F to take action for nonperformance or for any breach of this Agreement shall not be construed as a waiver or relinquishment of any such term or condition, or of the right to enforce such term or condition in the event of any future reoccurring breach.

15.8. **Conflict:** To the extent any provision of this Agreement conflicts with any provision of any Work Order(s), the provisions of this Agreement shall govern unless the Work Order explicitly states otherwise.

15.9. **Dispute Resolution; Jurisdiction:** To the extent a dispute between the Parties arises from of relates to, (.1) this Agreement, (.2) Work Order(s), or (.3) Change Order(s), the Parties shall first meet informally to resolve such dispute. In the event that no resolution is achieved, the Parties, prior to the initiation for any action or proceeding under this section, shall make a good faith effort to resolve the dispute by negotiation between

representatives with decision-making power. In the event that the informal meeting does not resolve the dispute, the Parties shall submit the dispute to mandatory mediation before legal action is taken under this Agreement.

15.9.1. In addition to any other rights or remedies at law and/or equity, the prevailing party in any proceeding shall be entitled to full reimbursement for its attorney's fees, investigation expenses, expert witness fees and costs, and other costs and expenses occurred.

15.10. **Governing Law:** This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to the choice-of-law rules thereof.

15.11. **Legal Hold:** In the event of litigation or reasonably anticipated litigation, a Party may notify the other Party of the requirement to place a legal hold on specific records ("**Legal Hold Notice**"). Upon receipt of such a Legal Hold Notice, the records specified in the Legal Hold Notice must no longer be subject to normal documentation retention procedures and cannot be destroyed, altered, deleted, removed, or disposed of unless directed by such a receiving Party.

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

15.13. **Right to Audit:** 5F agrees that WILCO 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 and all books, documents, papers, and records of 5F which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. 5F agrees that WILCO shall have access during normal working hours to all necessary 5F facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. WILCO will give 5F reasonable advance notice of intended audits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____ (*Insert Date Here*).

Williamson County		**5-F Mechanical Group, Inc.**	
By:	_____	By:	Tommy Schwartz
Name:	_____	Name:	Tommy Schwartz
Title:	_____	Title:	Service manager - Plumbing
Date:	_____	Date:	03-07-2022

SF Mechanical Group Inc.
PO Box 81305 / Austin, TX 78708
Office 512.251.6880 / Fax 512.251.6401
TACLA 008268E M 16699

Ticket No. _____

Customer PO No. _____

Invoice No. _____

BILL TO			JOB SITE		
Name			Name		
Street			Street		
City	TX	Zip	City	TX	Zip
MAKE	MODEL NO.		SERIAL NO.		

DESCRIPTION OF WORK REQUESTED				Suction Pressure	
				Discharge Pressure	
				Volts / Amps	L1
					L2
					L3
				Motor Amps	L1
				☐ Evap.	
				☐ Cond.	
				Superheat/Subcooling	
REFRIGERANT TYPE	LBS. RECOVERED	LBS. RECYCLED	LBS. ADDED		

PO No	Vendor	Amount	Qty	Item	Amount	Date	Reg	OT	PT	Emp. Name
						Total				
						☐ Billable ☐ Contract ☐ Warranty				
						Labor				
						Material				
						Environment Fee				
								Subtotal		
								Sales Tax		
				TOTAL MATERIAL				TOTAL		

Date	Technician	Customer Signature

SEE REVERSE SIDE FOR TERMS AND CONDITIONS WHICH APPLY TO THIS INVOICE

Master Service Agreement | Exhibit A

5F Mechanical Group Inc.
15705 Brenda Street
Austin, TX 78728

Phone: 512-251-6880 Fax: 512-251-5591

T & M Number _____

DATE _____

Comments _____

Customer _____

Address _____

DAILY TIMESHEET

Work Description: _____

Name	Hours ST	OT	PT	Name	Hours ST	OT	PT	
								HRS
								X $
								Total $
								HRS
								X $
								Total $

Materials	Materials

Customer Rep: (printed name)

Signature **Date:**

Complete ☐ **YES** ☐ **NO**

TACLA008268E
RMP16699

Tax

Master Service Agreement | Exhibit B

Customer	SF Mechanical Group, Inc.
<Insert WILCO Name> Attn: <CONTACT> <Insert WILCO Address> Tel: <PHONE> Fax: <FAX> Email: <EMAIL>	Attention: _____ PO Box 81305 Austin, Texas 78708 512.251.6880 www.Sfmech.com <EMAIL>

Project:
Contract Price:
Contract Time:

Change Order Number: _____

This Change Order (the "Change Order") is made effective by and between WILCO and SF and is issued and governed by that certain Master Services Agreement (the "Agreement") dated _____ between the Parties. Unless otherwise defined in this Change Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into the Work Order, and all such terms and conditions are binding on the Parties.

WILCO agrees to pay for all changes in the Service performed by SF under this Change Order according to the terms of the Agreement. The amount paid by WILCO shall be full compensation for all work requested and for effects of this change in the Work. The change, if any, in the Contract Price Amount shall be computed according to one of the following methods:

1. [_____] Lump Sum of [$_____]
2. [_____] Costs Plus a Fee
3. [_____] Unit Price
4. [_____] Other
5. [_____] No Change

If Item 2, 3, or 4 is checked, SF shall submit promptly to WILCO such itemized labor and material breakdowns as WILCO may reasonably require for Services performed or deleted from the Work Order issued pursuant to the Agreement as required by this Change Order. SF shall include the amount of such change in its next invoice for payment.

The Contract Time, if affected by this Change Order, is modified as follows:

Add [_____] Business Days OR deduct [_____] Business Days

Original Work Order Amount or Contract Price: [_____]

Changes in Work Order Amount or Contract Price from previously approved Change Orders: [_____]

Revised Work Order Amount or Contract Price: [_____]

Williamson County

By: _____

Name: _____

Title: _____

Date: _____

SF Mechanical Group, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit C –
Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

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

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

Personnel Level	Hourly Rate – FY 22 (4/1/22 – 9/30/22)	Hourly Rate FY 23 (10/1/22 – 9/30/23)
1. Journeyman		
a. Regular Hours (7 am - 4 pm)	$ 92.00	$ 94.00
b. After Regular Hours (4:01 pm – 6:59 am)	$ 138.00	$ 141.00
c. Weekends or County approved Holidays	$ 184.00	$ 188.00
2. Apprentice		
a. Regular Hours (7 am – 4 pm)	$ 60.00	$ 62.00
b. After Regular Hours (4:01 pm – 6:59 am)	$ 90.00	$ 93.00
c. Weekends or County approved Holidays	$ 120.00	$ 124.00
3. Emergency Response during Regular Hours		
a. Journeyman	$ 92.00	$ 94.00
b. Apprentice	$60.00	$ 62.00
4. Emergency Response after Regular Hours		
a. Journeyman	$ 138.00	$ 141.00
b. Apprentice	$ 90.00	$ 93.00
5. Emergency Response on Weekends or Approved Holidays		
a. Journeyman	$ 184.00	$ 188.00
b. Apprentice	$ 120.00	$ 124.00

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Commissioners Court - Regular Session **25.**

Meeting Date: 08/22/2023

Approval of Agreement for i-PRO MultiServer UDE Migration from Ingram Technologies, LLC. for Information Systems

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 the Agreement #2023255 between Williamson County and Ingram Technologies, LLC, in the amount of $27,000.00 pursuant to DIR contract #DIR-CPO-4697, and authorizing the execution of the agreement.

Background

Williamson County Sheriff's Office has purchased Unified Digital Evidence (UDE) licensing and prepared to upgrade their evidence capture management operations to the UDE Platform and requested services to facilitate moving over to this system from their current UEMS System. They wish to use the added features of UDE to consolidate the ten (10) UEMS Servers to four (4) UDE servers and reduce the total amount of hardware and network infrastructure dedicated to the function of Evidence Capture and management. Legal and Contract Audit have reviewed this agreement. Funding source is 01.0100.0503.004100 as per FY23 budget. Point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ingram Agreement Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/16/2023 11:11 AM
County Judge Exec Asst.	Becky Pruitt	08/16/2023 11:12 AM
Form Started By: Misty Brooks		Started On: 08/08/2023 10:41 AM
Final Approval Date: 08/16/2023		

Ingram Technologies, LLC

PO Box 203324
Austin, T 78720 U
scott@ingramt com
www.ingramt.com

Estimate

ADDRESS	SHIP TO	SHIP VIA		ESTIMATE	[redacted]
Williamson County	Williamson County			DATE	07/19/2023
301 SE Inner Loop Suite 105	301 SE Inner Loop Suite 105			E PIRATION DATE	08/30/2023
Georgetown, TX 78626 USA	Georgetown, TX 78626 USA				

SALES REP	GOV COOP CONTRACTS
Scott	DIR-CPO-4697 iPro

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	IPS-CONSUL-1D-T	IPS-CONSUL-1D-T MSRP: $2900.00 I PRO AMERICAS INC i PRO PROFESSIONAL SERVICE, ONE DAY OF SERVICES FOR DEPLOYMENT, TRAVEL INCLUDED. DIR-CPO-4697 iPro No signature is required if accompanied by a County PO Number	10	2,700.00	27,000.00T

DIR-CPO-4697 iPro

No Signiture is required if accompanied with a Couny PO Number.

SUBTOTAL	27,000.00
TAX	0.00
TOTAL	**$27,000.00**

Accepted By

Accepted Date

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ADDENDUM TO
PROFESSIONAL SERVICES STATEMENT OF WORK
(I-PRO AMERICAS INC.)

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 **i-Pro Americas Inc.** (hereinafter "i-PRO"), both of which are referred to herein as the "parties." Subject to the changes herein, the parties have accepted i-PRO's Professional Services Statement of Work ("SOW"), attached hereto as **Exhibit "A,"** and the following changes shall be incorporated as if part of the SOW.

I.

Effective Date: This Addendum shall be in full force and effect as of the date of the last party's execution below and shall continue until the SOW Termination Date.

II.

Consideration and Compensation: i-PRO will be compensated upon final completion of services. The not-to-exceed amount under the SOW is Twenty-Seven Thousand Dollars ($27,000) unless amended and approved by the Williamson County Commissioners Court.

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

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

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request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against i-PRO for the supplies or products provided or any services rendered.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in this SOW 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. Additionally, 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 i-PRO for any reason are hereby deleted.

IV.

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.

V.

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

VI.

Public Information: i-PRO 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 Addendum 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 i-PRO 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 Addendum are not proprietary or confidential information.

VII.

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

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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____

I-PRO AMERICAS INC.:

DocuSigned by:

_____

CEC1371EB0D543C...

Authorized Signature

Lance Brewer

Printed Name

Date: 8/8, 20 23

DocuSign Envelope ID: 97497B74-E365-4BFD-A1B3-161A755755D1

EXHIBIT A

DocuSign Envelope ID: 97497B74-E365-4BFD-A1B3-161A755755D1

PROFESSIONAL SERVICES STATEMENT OF WORK

WILLIAMSON COUNTY SHERIFF'S OFFICE UEMS TO UDE MIGRATION

This Professional Services Statement of Work ("SOW"), with an effective date of July 31st, 2023 ("Effective Date") is by and between i-PRO Americas Inc., with a principal place of business at 8550 Fallbrook Drive, Suite 200, Houston, Texas 77064 ("i-PRO"), and Williamson County Sheriff's Office, a Law Enforcement Agency with a principal location at 508 S Rock St, Georgetown, TX 78626 ("Customer"). This SOW provides an understanding of the objectives, approach, and schedule of deliverables (collectively the "Services"). This SOW shall be modified as per the Project Change Control section of this SOW.

BACKGROUND

Williamson County Sheriff's Office has purchased UDE licensing and prepared to upgrade their evidence capture management operations to the Unified Digital Evidence Platform and requested services to facilitate moving over to this system from their current UEMS System. They wish to use the added features of UDE to consolidate the 10 UEMS Servers to 4 UDE servers and reduce the total amount of hardware and network infrastructure dedicated to the function of Evidence Capture and management.

PROJECT OR PROGRAM OBJECTIVES

- Installation of UDE software
- Configuration of UDE system to match UEMS settings
- Configuration and integration of available end devices into new environment
- Staff deployment training for existing and future end devices
- Manual reconfigurations of new Body Worn Cameras
- Training on use of new UDE Back End Website and Device Management
- Transfer of existing database records data from UEMS server to new UDE server

i-PRO RESPONSIBILITIES

The following identifies the in-scope and out of scope responsibilities of i-PRO:

IN-SCOPE

Installation and integration of UDE system using specs from UEMS server and new changes/input.

Configuration of Server operation (AD sync, Classifications, Retention Policies, etc.)

Upgrade and configuration of end devices made available for work hours, (ICV recorders and/or Body Worn Cameras)

Admin, Deployment, and User Training on new UDE system for applicable Personnel

Transfer of UEMS records data to the new UDE server and verify that data follows assigned retention policy and is stored in the general location.

Transfer of Evidence Data from current storage device to new storage solution

Training on capture and configuration of end devices not available during the on-site portion of the project

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OUT OF SCOPE

Any power or physical infrastructure work

Any end device repairs requiring replacement

Any installation or upfit of any vehicles or components within

On-site or Remote training outside of initial project visit unless Change Order accepted and processed

Network and Network device configuration

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DESCRIPTION OF SERVICES TO PERFORM
SERVER MIGRATION PLANNING ACTIVITIES

Arbitrator SO – ESOC-UDE-SO

Arbitrator-Con1 + Arbitrator-Con2 + Arbitrator-Con3 + Arbitrator-Con4 -ESOC-UDE-CON

Arbitrator-EMS + Arbitrator-JUV – ESOC-UDE-EMS

Arbitrator CA + Arbitrator-DA – ESOC-UDE-JUS

Servers will be installed on customer provided Servers that meet the required spec for UDE based on the end devices and users expected to be assigned to the system.

Each server will be fully configured to the Migration Schedule

Publishing will be enabled for each of the 4 main servers.

The streaming server will be configured and deployed.

Onsite portion will consist of configuring the current UEMS servers to push configurations to ICV recorders to upload to the new assigned UDE Servers before the weekend before the scheduled Deployment to have as many cars moved over to the new respective system. Mark 3 Body Worn Cameras must be manually configured to switch them from UEMS Mode to UDE mode, BWC4000 can be configured using the BWC Configuration Tool over the network if they are on the network. This process will be shared with any administrator of the systems.

Training will be reserved for a time during the on-site portion split between User training, Supervisor/Records, and Admin training.

DELIVERABLES

Deliverable	**Acceptance Criteria**
Working UDE server system	ICV Recorders, and BWC's upload successfully to and receive updates from new server
Transfer of data	All Existing data on UEMS server is viewable in the UDE
Training (user/Records)	Attendees gain a working knowledge of operation, function, and everyday use of UDE system, including how to access, view videos, export, view/add metadata, data management
Training (Admin)	Attendees gain user knowledge, in addition to administration of system, including adding new users, creating rules, notifications, viewing the dashboard, and the Device Management module

All deliverables will be accepted in accordance with the Approval/Acceptance of Project Deliverables section of this SOW.

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SCHEDULE

Document key milestones of the project etc. (date can be month and not a specific date of the month).

The work shall commence on 8/7/2023 and shall be completed by no later than 9/15/2023 ("SOW Termination Date"). After the SOW Termination Date, extensions to this SOW require mutual written agreement of the parties.

Milestone Schedule

Milestone	Date
UDE Server Installation and Configuration	*September 2023*
BWC and ICV Configuration for new and existing systems	September 2023
Training on use and deployment of existing systems	September 2023

CUSTOMER RESPONSIBILITIES

Customer Responsibilities are:

Prior to UDE installation, please review the following checklist and ensure that all pieces are in place for each server.

- If HTTPS is going to be used, a CA signed SSL certificate will need to be procured.
    - This can be a wildcard certificate, a single SAN certificate if only utilizing one UDE server, or a multi-SAN certificate with a SAN for each server (i.e., UDE Server, Streaming Server, etc.)
    - The certificate does not need to match the domain of the server (for instance, a public domain can be used even if it does not match the local domain of the computer)
    - If the certificate does not match the domain of the server, DNS records will need to be put in place pointing to the URL that will be used for UDE.
    - .PFX file is needed for installation.
- Full SQL licensing (SQL Server 2016 SP1, SQL Server 2017, or SQL Server 2019 Datacenter, Standard, or Enterprise Editions.)
- SQL Server requires Full-Text and Semantic Extractions for Search be installed.
- SQL Server requires Mixed Mode Authentication
- A SQL Sys Admin account will be required at the time of installation
- The UDE server requires .NET 3.5 SP1, .NET 4.6.2, and .NET 4.7.2. Windows installation may be required to access the SXS source files.
- If utilizing Streaming, we will need a VM to be spun up with an Ubuntu Linux image that will be provided by i-PRO
- The UDE server will require internet access during installation.
- A local or domain admin account will need to be provided for installation. This account will be used to run the services, so the password should not expire.
- Ensure all users have an email address input into Active Directory. Users without email addresses cannot be imported

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PROJECT CHANGE CONTROL

APPROVAL/ACCEPTANCE OF PROJECT DELIVERABLES

Approvals/Acceptance of Deliverables will be conducted in accordance with the Acceptance Criteria set forth in the DELIVERABLES section. Customer shall have a period of ten (10) business days ("Acceptance Period") to inspect and approve the Deliverables. Should the Customer fail to not notify i-PRO of non-acceptance of the Deliverables and sign the Post Deployment Sign-Off Sheet within the Acceptance Period, the Deliverables shall be deemed accepted, and Customer will be invoiced for the completed services.

PROJECT MANAGEMENT

Customer shall assign a Project Manager to:

- Act as the single point of contact for this project and coordinate all project resources.
- Execute a formal project kickoff meeting.
- Create and maintain a detailed project plan.
- Maintain project communications, including but not limited to a weekly project status meeting and submission of a weekly status report, a monthly project steering committee meeting and submission of a steering committee status report.

SIGN-OFF RESPONSIBILITIES

Graig Fergusson has been designated, as the i-PRO representative, authorized to service your Law Enforcement Agency}.

Customer to assign a representative, authorized to sign-off and accept deliverables, in writing within five (5) business days of execution of this SOW.

PRICING

Pricing Terms are in accordance with the Customer's Purchase Order with i-PRO or Customer's reseller.

Out of Scope services are to be formally requested by the Customer to i-PRO or Customer's reseller. i-PRO or the reseller should provide the Customer with a new quote for review and approval by the Customer. Out of scope services as an option are defined in the table below:

Service Description	Service SKU	Unit Price
1 Day of Service (Non-Travel)	IPS-CONSUL-1D	In accordance with the Purchase Order
1 Day of Service (Travel)	IPS-CONSUL-1D-T	In accordance with the Purchase Order
1 Day of Installation Services (4 vehicle max and travel)	IPS-ICV-INSTX-1D-T	In accordance with the Purchase Order

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PAYMENT TERMS:

Payment Terms are in accordance with the Customer's Purchase Order with i-PRO or Customer's reseller.

DISCLAIMER

This SOW will in no event create or imply any obligations with respect to work activities or Services that are not specified in this SOW. Any additional Services or assistance requested by the Customer, or its subsidiaries must be contracted for separately or amended accordingly and billed at current prevailing rates at the time of occurrence.

TERMINATION FOR CONVENIENCE

Either Party may terminate this SOW at any time upon fifteen (15) days' prior written notice to the other party. In such case, the Customer's liability shall be limited to the payments due to i-PRO for Services already performed under the terms of this SOW up to and including the date of termination and no further Services will be rendered by i-PRO to Customer.

TERMINATION FOR CAUSE

Either party shall also have the right to terminate this SOW immediately upon prior written notice to the other party in the event that the other party (i) is in material breach or default of this SOW and fails to cure such breach or default within thirty (30) days after receipt of written notice from the first party specifying the nature of the breach or default, or (ii) becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, or takes any other action which would indicate insolvency on its part.

FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance of any part of this SOW to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of terrorism, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give prompt written notice to the other party, stating the nature of the force majeure condition and any action being taken to avoid or minimize its effect.

GENERAL INDEMNITY

Customer shall indemnify, defend and hold harmless i-PRO and its agents, officers, directors and employees from and against any and all claims, losses, actions, damages, costs, expenses and other liabilities, including but not limited to reasonable attorney's fees and expenses, actually incurred by the indemnified party and arising out of or resulting from Services provided under this SOW or negligent or wrongful acts or omissions of Customer or its agents or employees, including any such claim, loss, action, damage, expense or other liability attributable to employee dishonesty or personal injury, bodily injury or death of any person, including any of Customer's personnel, or to damage to or destruction or theft of any property, money or securities, whether belonging to i-PRO or to any third party, excepting only such injury, death, damage or destruction to the extent it is caused solely by the negligence or willful misconduct of i-PRO, its agents or employees. The obligations of the Customer assumed in this paragraph shall survive termination of this SOW.

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GOVERNING LAW

This SOW shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of laws principles.

MEDIATION

If a dispute arises out of or relates to this SOW, or its breach, and the parties have not been successful in resolving the dispute through direct negotiation, the parties shall attempt to resolve the dispute through non-binding mediation by submitting the dispute to a sole mediator selected by the parties or, at the option of a party, to mediation by the American Arbitration Association **("AAA")**. Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA. The parties, their representatives, other participants, and the mediator shall hold in confidence the existence, content and result of the mediation. If the dispute is not resolved by the mediation, the parties shall have the right to resort to any remedies permitted by law. Defenses based on the passage of time are suspended upon submitting the dispute to the mediator and during the mediation. The time period during the mediation shall be disregarded in calculating such defenses. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights before, during or after mediation.

NOTICES

Any notices pertaining to this SOW shall be in writing and shall be deemed to have been given at the time when sent by overnight courier, or mailed by certified mail, return receipt requested, in a postpaid envelope, addressed to the address stated in Paragraph 1 of the party to which notice is given, or to such changed address as such party may have fixed by notice, provided, however, that any notice of change of address shall be effective only upon receipt.

NO WAIVER

No waiver of any provision of this SOW shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this SOW is not a waiver of that party's right to later enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

ASSIGNMENT

Neither this SOW nor any rights or obligations hereunder shall be assignable or otherwise transferable by either party hereto to any third party, including any Affiliate, without obtaining the prior written consent of the other party hereto. Any attempted assignment or transfer made in contravention of this Section shall be null and void.

SEVERABILITY

If any provision of this SOW is invalid or unenforceable in any circumstances, its application in any other circumstances and the remaining provisions of this SOW shall not be affected thereby.

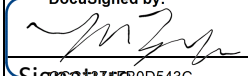
ENTIRE AGREEMENT

This SOW sets forth the entire understanding of the parties hereto, and all prior representations and agreements are superseded hereby. This SOW cannot be amended or modified orally, but only in writing signed by both parties.

[***Signature Page Follows***]

DocuSign Envelope ID: 97497B74-E365-4BFD-A1B3-161A755755D1

IN WITNESS WHEREOF, the parties have executed this SOW as of the last date set forth below, but this SOW is effective as of the Effective date for all purposes.

i-PRO Americas Inc.		**Williamson County Sheriff's Office**	
DocuSigned by:  Signature: B0D543C...	8/8/2023		
Signature	Date	Signature	Date
Lance Brewer			
National Services Manager			
8550 Fallbrook Drive, Suite 200		508 S Rock St	
Houston, Texas 77064		Georgetown, TX 78626	

Commissioners Court - Regular Session **26.**

Meeting Date: 08/22/2023

SAM 2586 WA10 Corridor F Boundary Survey

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 10 in the amount of $14,913.00 to expire on August 31, 2024 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Corridor F Boundary Survey. Funding source: P461.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA10 Corridor F Boundary Survey

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/15/2023 12:56 PM
County Judge Exec Asst.	Becky Pruitt	08/16/2023 11:12 AM
Form Started By: Vicky Edwards		Started On: 08/14/2023 02:02 PM
Final Approval Date: 08/16/2023		

WORK AUTHORIZATION NO. 10
PROJECT: CORRIDOR F BOUNDARY SURVEY

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping, LLC** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying 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 **$14,913.00**.

Part 3. Payment to the Surveyor 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 **August 21, 2023** with final acceptance and full execution of the parties hereto and shall terminate on **August 31, 2024**. The Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

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

EXECUTED this ____ day of _____, 2023.

SURVEYOR:	COUNTY:
Surveying And Mapping, LLC (SAM)	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Scott Brashear	Bill Gravell, Jr.
Printed Name	Printed Name
Sr. Project Manager	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

The County shall:

A. Designate a project manager to serve as the County's point of contact with the Surveyor.

B. Provide the specification requirements for all surveys.

C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in Attachment C.

D. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012 or as provided by the county.

E. Vertical values for this project will be based on NAVD88, GEOID 12B.

F. Provide Right-of-Entry (ROE).

G. Provide DGN containing location of proposed ROW.

Attachment B - Services to be Provided by Surveyor (SAM)

Project Limits –

As shown graphically below and as the blue parcel in the PDF provided to SAM on 8/10/23, Tax ID # R622631.

Exhibit "A"

Assumptions

- No improvements shall be located in the field or shown on survey plats.
- The survey plats shall only show the resolved boundary lines and current ownership.

Project Control

The Surveyor shall establish horizontal & vertical control including a minimum of 3 points within the survey project limits for the purposes of completing this Work Authorization. The survey control points will be set in locations that will likely be undisturbed by construction or maintenance. The project control will be placed on horizontal & vertical datum's [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)] with a scale factor of 1.00012 or as provided by the county. Elevations will be derived from GPS

observations using Geoid 2018 model. Secondary control points will be set throughout the project corridors as needed to complete the scope of work.

Boundary Survey

I. Upon notice to proceed, the Surveyor will conduct research at the Williamson County Appraisal District/County Clerk's Office in order to obtain the most recent plat & right-of-way information. The Surveyor will recover ROW monuments and property corners marking the boundaries of the subject properties. Utilizing the records research and data collected from the field survey, the Surveyor shall determine the existing ROW lines and the side property lines of the subject properties. These lines shall be depicted in a boundary base map along with current ownership information.

DOCUMENT PREPARATION

II. Utilizing the boundary base map, the Surveyor shall create a survey plat and metes and bounds description for the subject property.

Project Deliverables

- 2D Boundary Base map
- Survey Plat & Metes & Bounds Description for both areas to be surveyed (PDF signed/sealed by an RPLS)
- PDF Field Book copies
- ASCII file of points
- Photos

ADDITIONAL SERVICES - In addition to the services described in the foregoing Scope of Services, the SURVEYOR can provide additional services if requested by Williamson County, on a time and materials basis, after submittal of an estimated budget and receipt of written authorization. These additional services could include, but are not limited to, the following:

- ROW surveying and mapping services beyond that scoped herein
- Replacement of any missing control monumentation
- Subsurface Utility Engineering services.
- Additional surveying to support engineering and or architectural design, beyond the scope described herein.
- Obtaining permission to access adjoining properties.
- Providing construction surveying or layout services
- Safeguarding or maintenance of control or benchmarks during construction.

ATTACHMENT C
WORK SCHEDULE

Project: WA # 10 Corridor F Boundary Survey
Proposal Number: 1019052774L

WORK SCHEDULE	WEEK 1 8/28/2023	WEEK 2 9/4/2023	WEEK 3 9/11/2023	WEEK 4 9/18/2023	WEEK 5 9/25/2023	WEEK 6 10/2/2023
RECORDS RESEARCH						
FIELD SURVEYS						
BOUNDARY ANALYSIS/DOCUMENT PREPARATION						
FINAL DELIVERABLES						
WILLIAMSON COUNTY REVIEW						

ATTACHMENT D
FEE SCHEDULE

Project: WA # 10 Corridor F Boundary Survey
Proposal Number: 1019052774L

LABOR COSTS TASK DESCRIPTIONS	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Records Research		2		4	2					$956.00
Field Surveys		2		6	8	35		2		$7,399.00
Boundary Analysis/Document Preparation	2	6		10	20					$4,380.00
FINAL DELIVERABLES	1	2		2	2					$916.00
TOTAL HOURS	3	12	0	22	32	35	0	2	0	**106**
CONTRACT RATE PER HOUR	$180.00	$160.00	$135.00	$110.00	$98.00	$155.00	$195.00	$105.00	$75.00	
SUBTOTAL LABOR COSTS	$540.00	$1,920.00	$0.00	$2,420.00	$3,136.00	$5,425.00	$0.00	$210.00	$0.00	**$13,651.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT								TOTAL COST
MILEAGE (NUMBER x CURRENT STATE RATE)	400	$0.655								$262.00
GPS RECEIVER	40	$25.00								$1,000.00
SUBTOTAL DIRECT EXPENSES										**$1,262.00**

SUMMARY	
LABOR COSTS	$13,651.00
NON-SALARY (OTHER DIRECT EXPENSES)	$1,262.00
TOTAL SAM SURVEY	**$14,913.00**

Commissioners Court - Regular Session **27.**

Meeting Date: 08/22/2023

Proposed Roadway Closure and Detour of CR 130

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the temporary closing of CR 130 from Chandler Rd to 4100 ft North of Chandler Rd.

Background

The proposed roadway closure and detour of CR 130 is necessary to remove and replace road materials. The detour is less than 5 miles in length and takes less than 10 minutes to travel. The closure will be continuous for a 40 working day period between 9/5/2023 and 11/17/2023. CR 130 will be closed in two phases to maintain access to all adjacent properties throughout the road closure.

Fiscal Impact

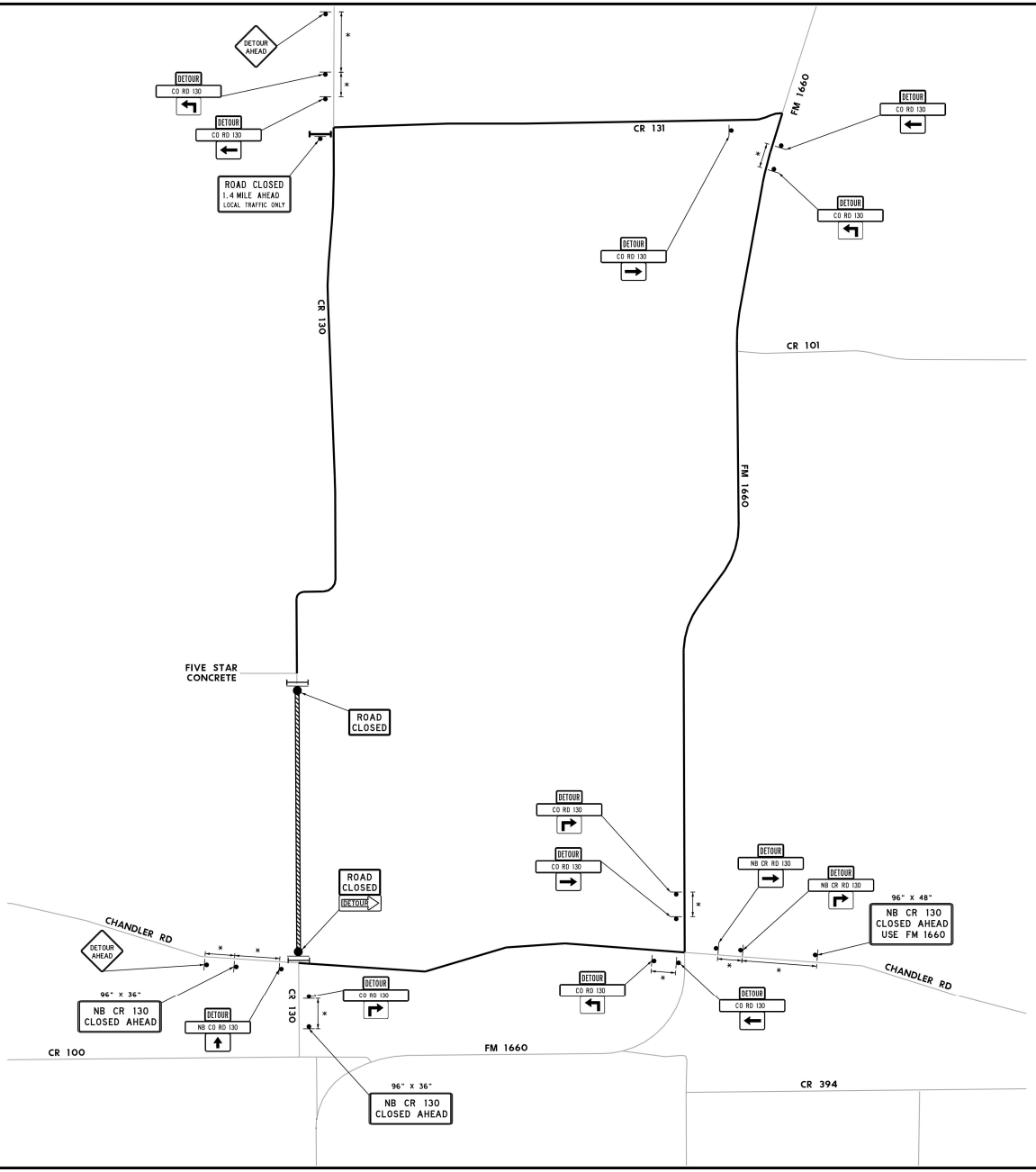
From/To	Acct No.	Description	Amount

Attachments

Detour Map

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:09 PM
Form Started By: Vicky Edwards		Started On: 08/17/2023 10:09 AM
Final Approval Date: 08/17/2023		



LEGEND

- DETOUR
- CONSTRUCTION AREA
- EXISTING ROAD
- TYPE III BARRICADE
- SIGN
- DETOUR AHEAD — CW20-2D (36" X 36")
- DETOUR — M4-8 (24" X 12")
- DETOUR — M4-10R (48" X 18")
- CO RD 130 — M4-12T (36" X 12")
- M5-1R (21" X 15")
- M5-1L (21" X 15")
- M6-1R (21" X 15")
- M6-1L (21" X 15")
- ROAD CLOSED — R11-3a (60" X 30")
- ROAD CLOSED 1.4 MILE AHEAD LOCAL TRAFFIC ONLY — R11-3a (60" X 30")

NOTE:

1. DETOUR SIGNING AND BARRICADES TO FOLLOW TXDOT STANDARD SHEETS AND TMUTCD. THE ROAD CLOSURES WILL BE FOR THRU TRAFFIC ONLY. LOCAL ACCESS TO PROPERTY WILL BE ALLOWED

2. (*) REFER TO TXDOT WZ STANDARDS FOR SIGN SPACING PER SPEED LIMIT.

NOT-TO-SCALE

STATE OF TEXAS
MICHAEL W MIDKIFF
75435
LICENSED PROFESSIONAL ENGINEER

11/1/2022

NO.	REVISION	BY	DATE

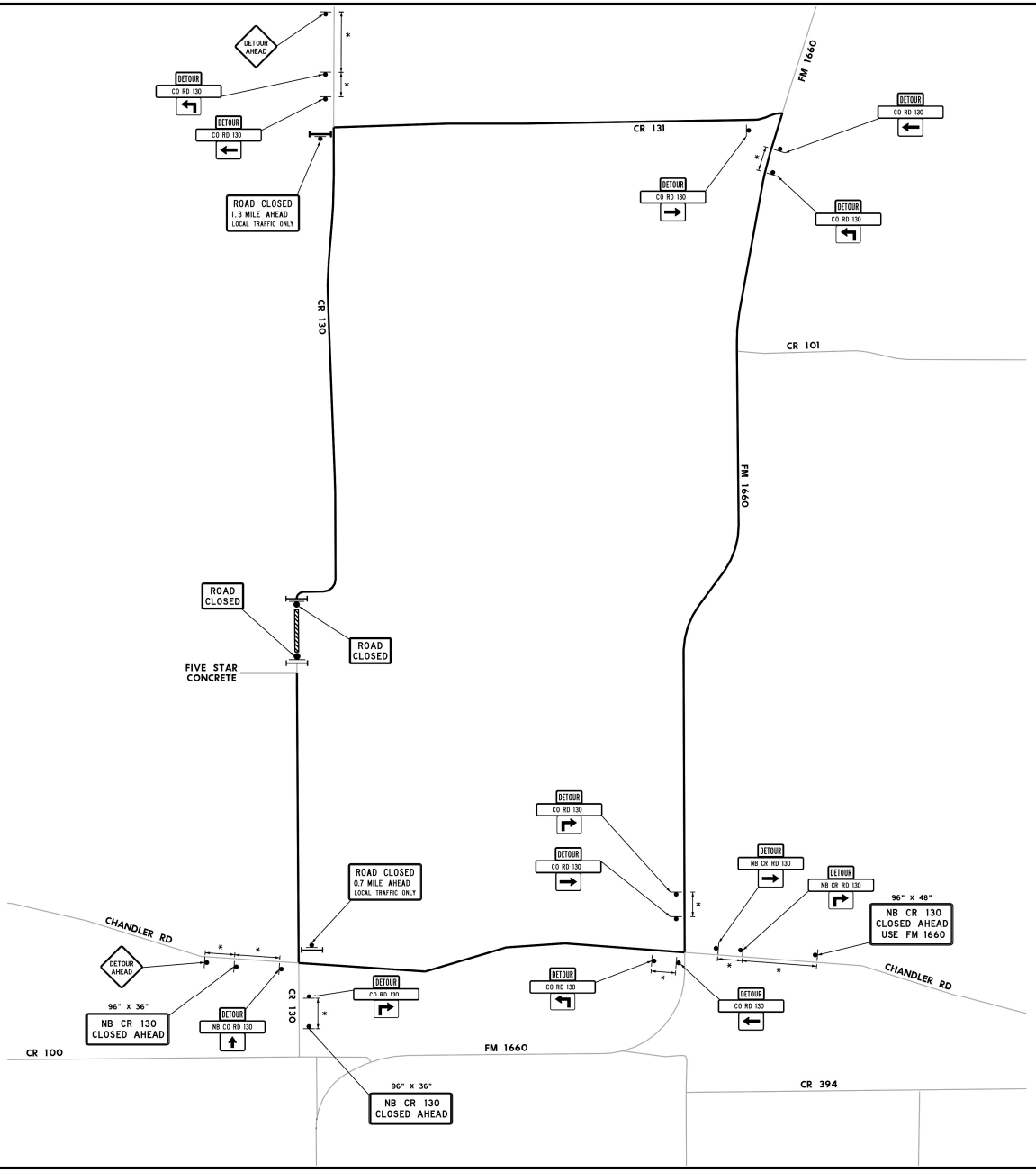
ATG ALLIANCE TRANSPORTATION GROUP
TBPE Firm Registration No. F-812
11701 Stonehollow Dr, Ste 100 • Austin, TX • 78758
Phone: 512-821-2081 • Fax: 512-821-2085

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

CR 130
DETOUR LAYOUT PHASE 1

Designed:	ATG	SCALE		PROJECT NO	SHEET NO.
Checked:	ATG				
Drawn:	ATG	STATE	COUNTY	HWY NO	5
Checked:	ATG	TX	WILLIAMSON	CR 130	

Z:\Engineering\EGDV-2021.0129 Wilco Design for Roadway Schematic CR130 WA8\Tasks\CAD\SHEETS\TCP\21.0129_DETOUR_PHASE_1.dgn
11/1/2022 11:32:31 AM



LEGEND

- DETOUR
- CONSTRUCTION AREA
- EXISTING ROAD
- TYPE III BARRICADE
- SIGN
- CW20-2D (36" X 36")
- M4-8 (24" X 12")
- M4-10R (48" X 18")
- M4-12T (36" X 12")
- M5-1R (21" X 15")
- M5-1L (21" X 15")
- M6-1R (21" X 15")
- M6-1L (21" X 15")
- R11-3a (60" X 30")
- R11-3a (60" X 30")

NOTE:

1. DETOUR SIGNING AND BARRICADES TO FOLLOW TXDOT STANDARD SHEETS AND TMUTCD. THE ROAD CLOSURES WILL BE FOR THRU TRAFFIC ONLY. LOCAL ACCESS TO PROPERTY WILL BE ALLOWED

2. (*) REFER TO TXDOT WZ STANDARDS FOR SIGN SPACING PER SPEED LIMIT.

NOT-TO-SCALE

STATE OF TEXAS
MICHAEL W MIDKIFF
75435
LICENSED PROFESSIONAL ENGINEER

11/1/2022

NO.	REVISION	BY	DATE

ATG ALLIANCE TRANSPORTATION GROUP
TBPE Firm Registration No. F-812
11701 Stonehollow Dr, Ste 100 • Austin, TX • 78758
Phone: 512-821-2081 • Fax: 512-821-2085

WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

CR 130 DETOUR LAYOUT PHASE 2

Designed:	ATG	SCALE		PROJECT NO	SHEET NO.
Checked:	ATG				
Drawn:	ATG	STATE	COUNTY	HWY NO	6
Checked:	ATG	TX	WILLIAMSON	CR 130	

Z:\Engineering\EGDV-2021.0129 Wilco Design for Roadway Schematic CR130 WA8\Tasks\CAD\SHEETS\TCP\21.0129_DETOUR_PHASE_2.dgn
11/1/2022 11:32:33 AM

Commissioners Court - Regular Session **28.**

Meeting Date: 08/22/2023

EOY awards

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 recognizing the 2023 Williamson County Employee of the Year and Project Team of the Year Winners.

Background

A video and awards presentation will be made during Commissioners Court.

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	08/14/2023 01:05 PM
Form Started By: Rebecca Clemons		Started On: 08/14/2023 11:54 AM
Final Approval Date: 08/14/2023		

Commissioners Court - Regular Session **29.**

Meeting Date: 08/22/2023

Elections Administrator Bond Amount

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding setting a bond for the Williamson County Elections Administrator in an amount not to exceed $20,000.00, payable to the County Judge, approved by the Commissioners Court, and conditioned on the faithful performance of the duties of the position.

Background

On August 15, 2023, the Election Commission unanimously voted to appoint Judith Ritchie as the Williamson County Elections Administrator in the interim while the Election Commission begins its search for a permanent replacement. Pursuant to Section 31.040, Election Code, the elections administrator must give a bond that is in an amount set by the Commissioners Court not to exceed $20,000, payable to the County Judge, approved by the Commissioners Court, and conditioned on the faithful performance of the duties of the position.

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	08/17/2023 01:01 PM
Form Started By: Shannon Francis		Started On: 08/16/2023 01:38 PM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **30.**

Meeting Date: 08/22/2023

Elections Administrator Bond Approval

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the bond for the newly appointed Elections Administrator of Williamson County, Texas.

Background

The Oath of Office is not applicable for the Elections Administrator.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:04 PM
Form Started By: Shannon Francis		Started On: 08/16/2023 10:09 PM
Final Approval Date: 08/17/2023		

2023069177 BONDOFF Total Pages: 6

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Williamson } ss.

Bond No. 100181762

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Judith Lynn Ritchie, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County Judge, his successors in office, in the sum of Twenty Thousand Dollars ($20,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 16th day of August, 2023, duly Appointed to the office of Elections Administrator in and for Williamson County in the State of Texas, for a term beginning the 16th day of August, 2023 and ending the 16th day of August, 2024.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall
"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 17th day of August, 2023.

Judith Lynn Ritchie
Principal

Judith Lynn Ritchie
MERCHANTS BONDING COMPANY (Mutual)
By: Lisa Roppolo Attorney-in-Fact

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED 1933

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Williamson } ss.

Before me, Rebecca Pruitt, a notary public, on this day personally appeared Judith Lynn Ritchie known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 710 S Main St Georgetown TX 78626
this 17th day of August, 2023

SEAL

REBECCA PRUITT
Notary Public, State of Texas
Comm. Expires 08-31-2024
Notary ID 132650479

Rebecca Pruitt
Williamson County, Texas.

PO 0123 TX (2/15)

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

_____

SEAL

_____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lisa Roppolo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of August , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 17th day of August , 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of August , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)
Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information you may also contact your agent:

Evans Ewan & Brady Insurance Agency Inc
Call: 512-869-1511
Mail: 2404 Williams Dr Georgetown, TX 78628

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO: Merchants Bonding Company (Mutual)

Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498 , Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

TEXAS ENDORSEMENT

The following has been added, and supersedes any provision to the contrary.

The following actions shall be commenced within 2 years and 1 day from the date the cause of action first accrues:

1. Any claim, action, suit or proceeding against the Surety.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2023069177

BONDOFF Fee: $0.00
08/18/2023 01:57 PM OSALINAS

Nancy E. Rister, County Clerk
Williamson County, Texas

(1) County Clerk Vault

Commissioners Court - Regular Session **31.**

Meeting Date: 08/22/2023

DA Salary Grievance

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County District Attorney.

Background

In accordance with Section 152.016(c), Texas Local Government Code, if, after a public hearing before the Salary Grievance Committee, six or more of the members vote to recommend an increase in an elected officer's salary or personal expenses, the Committee shall submit its recommendation to the Williamson County Commissioners Court in writing. If six to eight members vote to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting. If nine members vote to recommend the increase and sign the recommendation, the Williamson County Commissioners Court shall include the increase in the budget before the budget is filed and the increase takes effect in the next budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DA Salary Grievance

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:05 PM
Form Started By: Shannon Francis		Started On: 08/16/2023 10:14 PM
Final Approval Date: 08/17/2023		

SHAWN DICK

DISTRICT ATTORNEY

405 M.L.K. STREET, BOX #1

GEORGETOWN, TEXAS 78626

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August 11, 2023

The Honorable Bill Gravell
Williamson County Judge
710 South Main Street, Suite 101
Georgetown, Texas 78626

Dear Judge,

I am writing to inform you that I request a hearing before the Salary Grievance Committee. I request that my County Salary Supplement be increased from the current and proposed salary of $18,000 per year to an annual supplement for Fiscal Year 2024 to $47,073. This request is the market median of the approved Counties for the Williamson County Salary Study for Elected Officials.

I have attached a copy of the District Attorney Salary Study in graph form as well as a Texas State Comptroller list of 19 of the top 20 County Supplements by population. I would be happy to discuss this request and provide any information necessary to assist you in your determination. Thank you for your time and consideration.

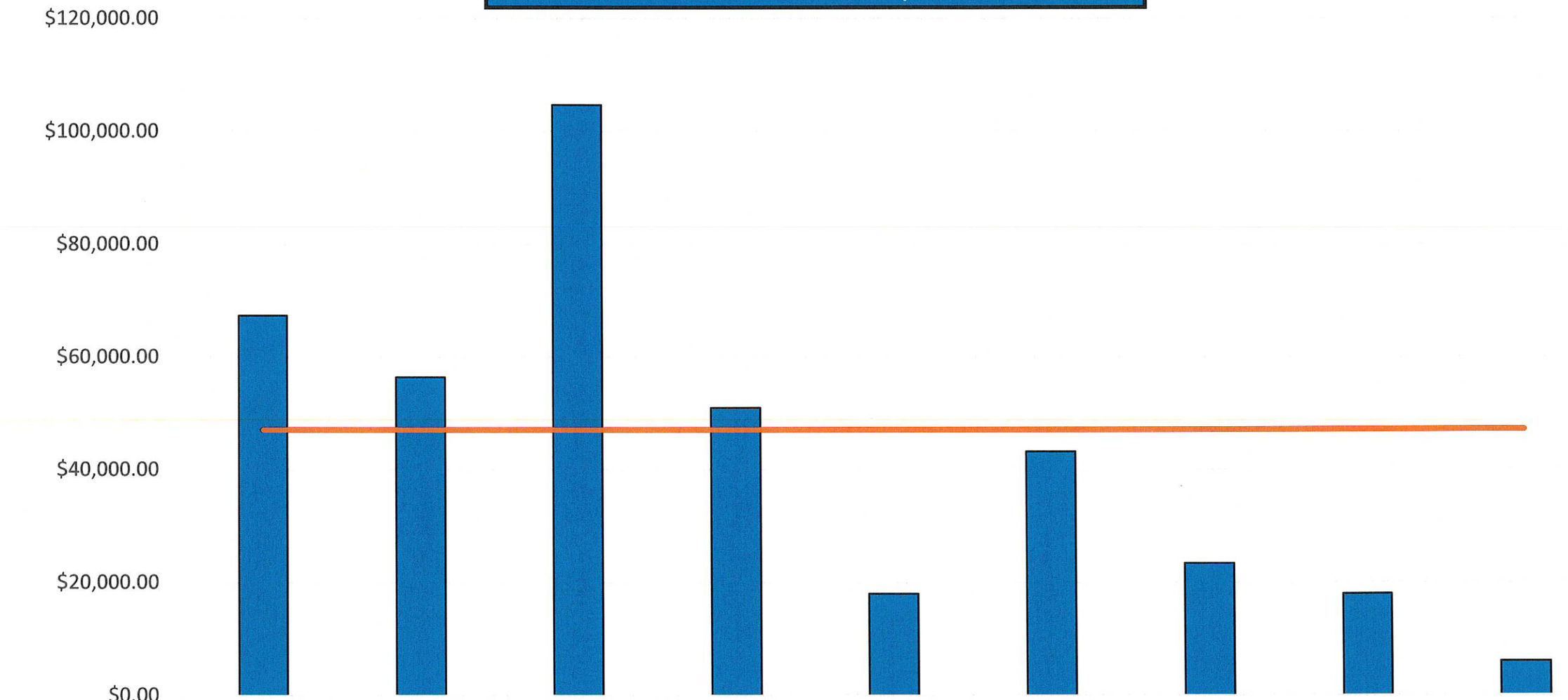
Respectfully,

Shawn W. Dick

cc. Hal Hawes

COUNTY	AMOUNT	DEPARTMENT	LAST	FIRST	MIDDLE
Bell	18,000.00	Professional Prosecutors	Garza	Henry	L
Bexar	115,894.80	Professional Prosecutors	Gonzales	Joe	David
Brazoria	23,384.00	Professional Prosecutors	Selleck	Thomas	Joseph
Cameron	33,156.00	Professional Prosecutors	Saenz	Luis	V
Collin	56,384.54	Professional Prosecutors	Willis	Gregory	A
Dallas	134,029.31	Professional Prosecutors	Creuzot	John	Coleman
Denton	104,657.00	Professional Prosecutors	Johnson	Paul	Diller
El Paso	58,104.58	Professional Prosecutors	Hicks	William "Bill"	
Fort Bend	51,000.00	Professional Prosecutors	Middleton	Brian	M
Galveston	18,000.00	Professional Prosecutors	Roady	Jack	D
Hays	6,000.00	Professional Prosecutors	Higgins	Kelly	
Hidalgo	59,617.00	Professional Prosecutors	Palacios	Toribo "Terry"	
Lubbock	30,000.00	Professional Prosecutors	Stanek	Kristina	Sunshine
McLennan	17,318.00	Professional Prosecutors	Tetens	Joshua	
Montgomery	43,146.96	Professional Prosecutors	Ligon	Brett	W
Nueces	13,800.00	Professional Prosecutors	Gonzalez	Mark	Anthony
Tarrant	110,333.34	Professional Prosecutors	Sorrells	Phillip	
Travis	67,326.00	Professional Prosecutors	Garza	Jose	Pompa
Webb/Zapata	108,725.39	Professional Prosecutors	Alaniz	Isidro	R

Salary Supplements by Commissioner selected Comparison Counties



	Travis	Collin	Denton	Fort Bend	Williamson	Montgomery	Brazoria	Bell	Hays
Current	$67,326.00	$56,384.00	$104,657.00	$51,000	$18,000.00	$43,146.00	$23,384.00	$18,000.00	$6,000
Mkt. Median	47,073	47,073	47,073	47,073	47,073	47,073	47,073	47,073	47,073

Commissioners Court - Regular Session **32.**

Meeting Date: 08/22/2023

Fiscal Year 2023-2024 Salary for County Auditor

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2023-2024 salary for the County Auditor in the amount of $185,709.37.

Background

Sec 152.032 of the Texas Local Government Code requires Commissioners Court approval of the County Auditor's salary should it exceed the "highest paid elected county officer". Currently, the highest paid county officer for FY24 is the County Attorney at $176,587.05. The FY24 (County Auditor) salary was set by the District Court Judges during the Auditor's Office annual budget hearing on Thursday, August 17, 2023 which is a 4% increase over current salary. Funding is already included in the proposed FY24 budget as presented to the court by the Budget Office.

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	08/17/2023 01:05 PM
Form Started By: Julie Kiley		Started On: 08/17/2023 07:31 AM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **33.**

Meeting Date: 08/22/2023

BA Juvenile Donation Rev 08.22.23

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Juvenile Services.

Background

St. Richard's Episcopal Church in Round Rock has generously donated $250.00 to Williamson County Juvenile Services for school supplies for youth(s) in our care.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	250.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:39 AM
Form Started By: Ganae Hempe		Started On: 08/16/2023 12:39 PM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **34.**

Meeting Date: 08/22/2023

BA Juvenile Donation Exp 08.22.23

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Juvenile Services.

Background

St. Richard's Episcopal Church in Round Rock has generously donated $250.00 to Williamson County Juvenile Services for school supplies for youth(s) in our care.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	250.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:39 AM
Form Started By: Ganae Hempe		Started On: 08/16/2023 12:45 PM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **35.**

Meeting Date: 08/22/2023

County Teleworking Policy

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the County Teleworking Policy.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/18/2023 11:11 AM
Form Started By: Becky Pruitt		Started On: 08/18/2023 10:55 AM
Final Approval Date: 08/18/2023		

Commissioners Court - Regular Session **36.**

Meeting Date: 08/22/2023

Award of RFP #23RFP66 Berry Springs Park Improvements to Chasco Constructors for Facilities Management and Parks Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP66 Berry Springs Park Improvements to Chasco Constructors, Ltd, LPP in the amount of Six Hundred Twenty-Three Thousand, Four Hundred Thirty-Nine Dollars ($623,439.00) based on the initial proposed construction budget and authorize the execution of the contract. The funding source is P559.

Background

Williamson County sent out over8,700 notifications with five (5) vendors submitting responses for a Construction Manager at Risk for Berry Springs Park Improvements. Work includes construction of a new park visitor center, new remote restrooms, expanded parking, new park maintenance compound, concrete trail extension, open-air event pavilion, campsite, and utility enhancements. After evaluating and negotiations, the evaluation committee is recommending award to Chasco Constructors, Ltd, LPP. The attached proposal includes the Best and Final Offer (BAFO). The funding source is P559 and the point of contacts are Trenton Jacobs and Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Score sheet - redacted

Construction Contract

Recommendation Letter

Proposal with BAFO

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/16/2023 11:02 AM
County Judge Exec Asst.	Becky Pruitt	08/16/2023 11:10 AM
Form Started By: Johnny Grimaldo		Started On: 08/01/2023 10:26 AM
Final Approval Date: 08/16/2023		

Williamson County 23RFP66

RFP CMAR for Berry Springs Improvements

06.30.2023

Evaluation Criteria	**Max Points**	**Chasco Constructors**	**Gilger Contractors, LLC**	**STR Constructors, LLC**	**TF Harper & Associates, LP**	**Trimbuilt Construction, Inc**
Company Experience With Similar Projects	**25**	25	20	22	15	19
Project Manager professional experience	**20**	20	19	19	15	18
Site Superintendent professional experience	**20**	20	19	18	17	17
Company performance with Government Agencies	**15**	15	14	13	15	15
Proposed Construction and Management Fees	**10**	7	7	10	9	7
Proposed Amount		$ 632,516.00	$ 650,000.00	$ 453,860.00	$ 530,369.00	$ 626,739.40
Post-construction Warranty Assurance	**10**	10	10	10	10	7
Total	**100**	97	89	92	81	83
preconstruction		$ 10,000.00	$ 2,500.00	$ 20,000.00	$ -	$ 8,200.00

[redacted]

17.8

CONTRACT FOR CONSTRUCTION MANAGER AT-RISK ("CMAR") PROJECT DELIVERY AT CONSTRUCTION DOCUMENT PHASE

PROJECT: **Berry Springs Park Improvements, Parks Bond B** ("Project")

CONSTRUCTION MANAGER AT-RISK: **Chasco Constructors, Ltd. LLP** ("CMAR")
Charles J. Glace, Jr., President
2801 Old Settlers Blvd
Round Rock, TX 78665

PLANNER, LANDSCAPE ARCHITECT, ARCHITECT & ENGINEER: **Halff Associates, Inc.** ("A/E")
James Hemenes, PLA, ASLA, CPRE
Director of Landscape Architecture
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, TX 78729-1102

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

THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a political subdivision of the State of Texas ("County") and CMAR.

R E C I T A L S

WHEREAS, County desires to retain a CMAR for the **construction of new buildings, expansion of parking lots, and extension of trails at Berry Springs County Park** (hereinafter called the "Project");

WHEREAS, County desires a CMAR who will render, diligently and competently in accordance with the highest standards used in the profession, all CMAR services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and CMAR, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 Contract Documents.

The Contract Documents consist of this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, other documents listed in this Contract, and Modifications issued after the execution of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon County's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 2.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 2.2**. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, CMAR shall immediately notify County and seek clarification from A/E and County.

1.2 Relationship of the Parties.

CMAR accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise CMAR's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish, at all times, an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

1.3 General Conditions.

1.3.1

The term "Contractor" as used herein or in the UGCs shall mean CMAR.

1.3.2

The term "Owner" as used herein or in the UGCs shall mean County.

1.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 2
CMAR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 2.1 through 2.2**. CMAR's Construction Phase responsibilities are set forth in **Section 2.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

2.1 Preconstruction Phase.

2.1.1 CMAR.
CMAR shall provide a preliminary evaluation of County's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

2.1.2 Consultation.
CMAR shall schedule and conduct meetings with A/E and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to County's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E and County on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E and County on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

2.1.3 Preliminary Project Schedule.

.1 When Project requirements described in **Paragraph 3.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, County's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If

preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and County in writing.

.2 CMAR shall, at County's request, attend public meetings and hearings concerning the development and schedule of the Project.

.3 When Project requirements described in **Paragraph 3.1.3** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for A/E's review and County's acceptance. CMAR shall obtain A/E's approval for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

2.1.4 Phased Construction.

CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

2.1.5 Preliminary Cost Estimates.

.1 Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for A/E's review and County's approval. If A/E or CMAR suggest alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.

.2 As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by County, CMAR and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as County and CMAR agree on a GMP for the Work. Such estimates shall be provided for A/E's review and County's approval. CMAR shall inform A/E and County when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

2.1.6 Subcontractors and Suppliers.

CMAR shall develop bidders' interest in the Project.

2.1.7

CMAR shall prepare, for A/E's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

2.1.8 Extent of Responsibility.

CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to A/E and County any questions or suspected nonconformity discovered by CMAR as a request for information in such form as County or A/E may require.

2.1.9 Notices and Compliance with Laws.

CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

2.1.10 Preconstruction Phase Compensation.

CMAR shall be paid for preconstruction services, as described in **Article 4,** prior to moving to GMP.

2.2 Guaranteed Maximum Price Proposal and Contract Time.

2.2.1

At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work, CMAR's Fee, and Owner's Contingency.

2.2.2
To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3
CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of this Contract;

.2 A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 2.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and CMAR's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed GMP is based.

2.2.4
In preparing the GMP proposal, CMAR shall include an Owner's Contingency to cover costs considered to be reimbursable as Cost of Work but not included in Change Orders.

2.2.5
CMAR shall meet with A/E and County to review the GMP proposal. In the event that A/E and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

2.2.6
If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

2.2.7
CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written authorization for such costs.

2.2.8
County shall authorize A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify A/E and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

2.3 Construction Phase.

2.3.1 General.

.1 For purposes of **UGC 8.1.2**, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

.2 Following County's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon County's issuance of a Notice to Proceed for the Construction Phase.

.3 CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.

.4 CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written consent of County, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County. Similarly, CMAR shall keep a competent Project Manager on-call and readily available to while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County.

2.3.2. Administration.

.1 Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents including, without limitation, the requirements of **Texas Government Code, §2269.255-256**. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to County as required by the Contract Documents.

.2 If the GMP has been established and when a specific bidder (1) is recommended to County by CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the Contract Documents without reservations or exceptions, but County requires that another bid be accepted, then CMAR may request a Change Order in accordance with **UGC 5.2.1.1**.

.3 Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract, the UGCs, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of County.

.4 If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 6.8**, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 6.8.2**.

.5 CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to A/E and County.

.6 Upon the execution of the GMP Proposal, CMAR shall prepare and submit to A/E and County a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.

.7 CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to A/E and County, showing percentages of completion and other information requested or required by County. CMAR shall also keep, and make available to A/E and County, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by County.

.8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E and County and shall provide this information in its monthly reports to A/E and County, in accordance with **Paragraph 2.3.2.7**.

ARTICLE 3
COUNTY'S RESPONSIBILITIES

3.1 Information and Services Required of County.

3.1.1
County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

3.1.2
County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

3.1.3
County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys. or other special consultants to develop such additional information as may be necessary for the design or construction of the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

3.1.4

During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

3.2 County's Designated Representative.

County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of CMAR. The term "Owner" means County or County's Designated Representative.

3.2.1 Legal Requirements.

County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

3.3 A/E.

County shall retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 4
COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

4.1 Compensation.

4.1.1

County shall pay CMAR the lump sum amount of **Ten Thousand Dollars ($ 10,000)** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase:	**N/A**
Construction Document Review:	**40%** of Preconstruction Services Fee
GMP Proposal Provided:	**30%** of Preconstruction Services Fee
Final Comments and GMP Acceptance:	**10%** of Preconstruction Services Fee

4.1.2
County shall make payments in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2252**.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

5.1
For CMAR's performance of the Work as described in **Section 2.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in **Paragraph 6.1.1** plus CMAR's Fee.

5.1.1 CMAR's Fee:
CMAR's Fee shall be a fixed sum of **Six Hundred Twenty-Three Thousand, Four Hundred Thirty-Nine Dollars ($ 623,439)**, based on the initial proposed construction budget stated in the Request for Proposals (RFP) and shall include the following:

.1 CMAR's fees for construction phase services other than for self-performed construction work.

.2 CMAR overhead and profit.

.3 Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

.4 Office Expenses.
Courier service, postage and expressage.

.5 Temporary Utilities.
Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage.

.6 Taxes, Insurance, and Fees.
Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, Preconstruction Phase services fee, construction phase services fee, overhead and profit.

.7 Construction Management Labor.
Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel.

.8 General Construction Debris Removal.
Costs of removal of general construction debris from the site of the Work and its proper and legal disposal.

.9 Construction Survey Layout.
Layout crew and licensed survey layout.

.10 Project Close-out.
Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

5.1.2 Method of adjustment of CMAR's Fee for changes in the Work:

.1 CMAR Fee with Change in Contract Time.
CMAR's Fee adjustment shall be equal to **Seventeen and Eight Tenths Percent (17.8 %)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

.2 CMAR Fee with No Change in Contract Time.
CMAR's Fee adjustment shall be equal to **Seven and One-half Percent (7.5 %)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

NOTE: "Weather days," as described in **UGC 8.5.2.1**, are considered changes in Contract Time without change in Work; therefore, this condition does not apply.

5.1.3
A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed **ten percent (10%).**

5.2 Guaranteed Maximum Price.

5.2.1
CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 5.3**, and (2) Change Orders,

authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of County. Except for CMAR's Fee stated above, CMAR shall not be entitled to any compensation from the Savings, unused Owner's Contingency, or otherwise.

5.2.2
The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

5.2.3
Although the Contract Sum is based upon the Cost of the Work plus the CMAR's Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of completion according to a Schedule of Values provided in **Article 7**.

5.3 Changes in the Work.

5.3.1
County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in **UGC 7.4**. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

5.3.2
Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in **UGC 7.3.3**.

5.3.3
In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in **UGC 7.3.3.3** and the term "costs" as used in **UGC 7.3.7** shall have the meanings assigned to them in the **UGCs** and shall not be modified by **Sections 5.1 through 5.2** and **Sections 6.1 through 6.5**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

5.3.4
In calculating adjustments to the GMP, the terms "cost" and "costs" as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 6.1 through 6.5** and the term "fee" shall mean the CMAR's Fee as defined in **Section 5.1**.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 Costs to be Reimbursed.

6.1.1
The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 6.1 through 6.5**.

6.1.2
IT IS THE LEGAL DUTY OF COUNTY'S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST COUNTY BEFORE SUCH CLAIM, BILL, OR ACCOUNT MAY BE SUBMITTED TO COUNTY'S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO COUNTY'S PRIOR APPROVAL, CMAR SHALL FIRST OBTAIN THIS APPROVAL FROM COUNTY'S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH COSTS PRIOR TO EXECUTING GMP AMENDMENT.

6.2 Labor and Subcontract Costs.

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

6.2.2
Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractees of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Agreement, and shall not be awarded on the basis of cost plus fee without County's written consent.

6.3 Costs of Materials and Equipment Incorporated in the Completed Construction.

6.3.1
Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated or to be incorporated in the completed construction.

6.3.2
Costs of materials, described in the preceding **Paragraph 6.3.1**, in excess of those actually installed to all for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

6.4 Costs of Other Materials and Related Items.

6.4.1
Costs of large-scale removal of debris from the site of the Work and its proper and legal disposal for site work or demolition that exceeds general construction debris removal as stated in the General Conditions.

6.5 Miscellaneous Costs.

6.5.1
Self-insurance for amounts of the coverages required by the Contract Documents, with County's prior approval.

6.5.2
Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the costs of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgements against CMAR resulting from such suits or claims and payments; and payments of settlements made with County's consent. However, such costs of legal defenses, judgements, and settlements shall not be included in the calculation of CMAR's Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence in **UGC 3.17** or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

6.5.3
Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents.

6.6 Other Costs and Emergencies.

6.6.1
Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

6.6.2
Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in **UGC 10.4**.

6.6.3
Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

6.7 Costs not to be Reimbursed.
The Cost of the Work shall not include the items listed below:

6.7.1
Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office, except as may be provided in **Article 11**;

6.7.2
Expenses of CMAR's principal office and offices other than the site office;

6.7.3
Overhead and general expenses, except as may be expressly included in **Sections 6.1 through 6.5**;

6.7.4
CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

6.7.5
Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

6.7.6
Any cost not specifically and expressly described in **Sections 6.1 through 6.5**;

6.7.7
Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded;

6.7.8
Costs for services incurred during the Preconstruction Phase;

6.7.9
Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which CMAR acknowledges prior receipt of said policy; and

6.7.10
Any expenses or costs that are included as a part of the CMAR's Fee, as defined under **Paragraph 5.1.1**.

6.8 Discounts, Rebates, and Refunds

6.8.1
Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

6.8.2
Amounts that accrue to County in accordance with the provisions of **Paragraph 6.6.1** shall be credited to County as a deduction from the Cost of the Work.

6.9 Related Party Transactions.

6.9.1
For purposes of this **Section 6.7**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

6.9.2
If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction,

including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3**.

6.10 Accounting Records.

CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

ARTICLE 7
PAYMENTS FOR CONSTRUCTION PHASE SERVICES

7.1 Progress Payments

7.1.1

Based upon Applications for Payment submitted to A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

7.1.2

The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

7.1.3 Prompt Payment Policy.

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

event:

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

.2 There is a bona fide dispute between CMAR and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

.3 The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

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

7.1.4

With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

.1 With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to CMAR from such progress payment as required by **Texas Property Code, §53.085** (Bills-Paid Affidavit);

.2 With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required **by Texas Property Code, §53.284**.

.3 Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by CMAR of the current Application for Payment;

.4 With the Final Application for Payment: CMAR shall submit **a Conditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**; and

.5 Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

7.1.5

Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

7.1.6

Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

7.1.7

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in **UGC 7.3.9**;

.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing;

.3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;

.5 Subtract the aggregate of previous payments made by County;

.6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 7.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and

.7 Subtract amounts, if any, for which County or A/E has withheld or nullified a Certificate for Payment as provided in **UGC 9.5**.

7.1.8

Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9

Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10

In taking action on CMAR's Applications for Payment, A/E and County shall be entitled

to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of CMAR's Applications for Payment by County or A/E shall not constitute a representation that either County or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

7.2 Final Payment.

7.2.1

Final payment shall be made by County to CMAR when

.1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in **UGC 12.2.2**, and to satisfy other requirements, if any, which extend beyond final payment;

.2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by A/E; and

.4 the requirements of **UGC 9.10** have been satisfied.

7.2.2

County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

7.2.3

County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 7.2.1** have been met, A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of A/E's reasons for withholding a certificate as provided in **UGC 9.5.1**. The time periods stated in this **Section 7.2** supersede those stated in **UGC 9.4.1**. A/E is not responsible for verifying the accuracy of CMAR's final accounting.

7.2.4
If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to **UGC 15.2**. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of A/E's final Certificate for Payment. Failure to request mediation within this **thirty (30)-business day** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in A/E's final Certificate for Payment.

ARTICLE 8
INSURANCE AND BONDS

For all phases of the Project, CMAR and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

8.1
Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

8.2
Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

8.3
Prior to final payment, CMAR shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

8.4
CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

8.4.1 Preconstruction Phase:
Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.4.2 Construction Phase:
In addition to the coverages required during the Preconstruction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.4.3
Prior to commencing any construction work, CMAR shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

8.4.4
CMAR shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

8.5
CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from CMAR.

8.6
County reserves the right to review the insurance requirements set forth in this **Article 8** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as CMAR.

8.7
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of

any of such polices. Damages caused by CMAR failing to purchase and maintain the insurance required by this Contract Documents shall be paid by CMAR.

8.8

The cost of premiums for any additional insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 9
PROJECT TEAM

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

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

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

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

Chasco Constructors, Ltd., LLP
Charles J. Glace, Jr., President
2801 Old Settlers Blvd
Round Rock, TX 78665

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

CMAR's designated project execution and leadership team is as follows:

Project Manager: **Bill Bambrick, Vice President, Sr. Project Manager**
Project Superintendent: **Brent Wood**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance of County.

ARTICLE 10
NOTICE

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

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

With copy to: Williamson County Parks Department
Attn: Director of Parks

219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

CMAR: Chasco Constructors, Ltd., LLP
2801 Old Settlers Blvd.
Round Rock, TX 78665

Attention: Charles J. Glace, Jr.
President

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

ARTICLE 11
DISPUTE RESOLUTION

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

ARTICLE 12
TERMINATION OR SUSPENSION

12.1 Termination Prior to Establishing Guaranteed Maximum Price.

12.1.1
Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7) calendar days** written notice to County, for the reasons set forth in the UGCs.

12.1.2
In the event of termination of this Contract pursuant to **Paragraph 12.1.1**, CMAR shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in **Section 4.1.1**. In no event shall CMAR's compensation under this **Article 12** exceed the compensation set forth in **Section 4.1.**

12.1.3
If County terminates this Contract pursuant to **Paragraph 12.1.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 12.1.2**:

.1 Take the Cost of the Work incurred by CMAR to the date of termination;

.2 Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by County for Construction Phase services.

12.1.4

County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under **Paragraph 12.1.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in this **Section 12.1**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

12.1.5

If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

12.2 Termination Subsequent to Establishing Guaranteed Maximum Price.

Following execution of the GMP Amendment and subject to the provisions of this **Section 10.2**, this Contract may be terminated as provided in the UGCs.

12.2.1

If County terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR pursuant to **UGCs 14.2 and 14.4** shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraph 12.1.2 through 12.1.3**.

12.2.2

If CMAR terminates this Contract after execution of the GMP Amendment, the amount payable to CMAR under **UGC 14.1.3** shall not exceed the amount CMAR would otherwise have received under **Paragraphs 12.1.2 through 12.1.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

12.3 Suspension.

The Work may be suspended by County as provided in **UGC 14.3**. In such case, the GMP and Contract Time shall be increased as provided in **UGC 14.3.2**, except that the term "profit" shall be understood to mean CMAR's Fee as described in **Section 5.1**.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 Meaning of Terms.

Terms in this Contract shall have the same meaning as those in the UGCs.

13.2 No Waiver of Immunity.

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

13.3 Governing Law.

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

13.4 Assignment.

County and CMAR, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. CMAR shall not assign this Contract without the written consent of County. If CMAR attempts to make an assignment without County's consent, CMAR shall nevertheless remain legally responsible for all obligations under this Contract.

13.5 Other Provisions.

13.5.1

CMAR represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

13.5.2 Liquidated Damages.

CMAR acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon CMAR's achieving Substantial Completion of the Work within the Contract Time. CMAR further acknowledges and agrees that if CMAR fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, CMAR shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and CMAR agree as set forth below:

.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ($ 750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which CMAR has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

.2 County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due CMAR under this Contract. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable by CMAR to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

.3 Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from CMAR all of County's actual damages in connection with the failure by CMAR to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 14
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

14.1
This Contract represents the entire and integrated agreement between County and CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

14.2
The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Exhibit A – Guaranteed Maximum Price Proposal, if executed by County
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

14.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and CMAR;
2. Guaranteed Maximum Price Proposal, if executed by County;
3. Special Conditions or Supplementary Conditions (if any);
4. Williamson County Uniform General Conditions; and
5. all Addenda issued prior to the Effective Date of the Contract between County and CMAR.

ARTICLE 15
SIGNATORY WARRANTY

The undersigned signatory for CMAR hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

CMAR:
Chasco Constructors, Ltd, LLP

By: _____
Signature

Charles J. Glace, Jr.
Printed Name

President
Title

Date Signed: August 10, 2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

GUARANTEED MAXIMUM PRICE PROPOSAL

Chasco Constructors, Ltd., LLP ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated _____ ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **Berry Springs Park Improvements, Parks Bond B,** ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

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

_____ Dollars ($_____)

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

_____ Dollars ($_____)

Total GMP.
The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

_____ Dollars ($_____)

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.
The date for achieving Substantial Completion of the Project shall be _____ **_____ ( ) calendar days** from the Notice to Proceed with Construction**.**

Withdrawal of GMP Proposal.
This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

Liquidated Damages.

CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty Dollars ($ 750) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

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

_____ Dollars ($_____)

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CMAR:	**COUNTY**:
Chasco Constructors, Ltd., LLP	Williamson County, Texas
By:_____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
Date Signed: _____	Date Signed: _____

GUIDELINES FOR GMP PROPOSAL PREPARATION

CONTRACT REQUIREMENTS:

Provisions of the GMP are defined in **Section 2.2** of the Contract and other related requirements are included throughout the Contract. In the event of irreconcilable conflict between the GMP Proposal and the Contract, the interpretation that provides for the higher quality of material and/or workmanship, in County's sole opinion, shall prevail.

The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Contract. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by County. In general, proposed revisions or modifications to the language, terms or conditions of the Contract will not be accepted.

PRE-SUBMITTAL REQUIREMENTS:

Scope Definition: Prior to GMP submittal, CMAR shall thoroughly review the GMP construction document package with County to determine if the Scope is sufficiently defined and identify those areas requiring additional scope definition. As a minimum, the following shall be defined:

1. Program
2. Building size
3. Site limits and access
4. Utility systems (existing and new)
5. Complete building systems descriptions
6. Materials outline by division
7. MEP systems descriptions including materials
8. MEP system options.

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

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

Value Engineering (VE): Proposed value engineering items included in the GMP shall be updated from previously submitted value engineering and shall reflect the "final acceptance" of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by County prior to GMP submittal.

Pre-submittal Conference: The CMAR shall schedule a conference with the Project Manager no later than **one (1) week** prior to submitting the GMP to County. Issues regarding the required materials to be included in the GMP shall be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. The CMAR shall obtain a copy of the "Standard Schedule of Values Format" from County.

CONSOLIDATION OF REVIEW COMMENTS:

County, A/E, and Project Manager shall provide review comments. The CMAR shall consolidate all responses to those groups into TAB 8 of the document. Each County comment shall have a corresponding answer directly below the original comment. A reply to each County comment is required even if only a clarification is required. Each reply shall state where in the GMP Proposal the corresponding information may be located.

GENERAL REQUIREMENTS:

The GMP Proposal shall be submitted at the phase specified by County. The GMP Proposal shall be submitted in the format described below. Proposals substantially deviating from the organization's format will be returned to the CMAR for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the CMAR and may not extend the construction duration or substantial completion date.

GMP PROPOSAL PACKAGE:

The GMP Proposal shall be bound in 3-ring notebook or spiral notebook and entitled "Guaranteed Maximum Price Proposal". Below it the following items shall be shown:

Submittal number (i.e. Submittal #1)
Date of Submittal
Project Name
Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab shall be numbered.

The proposal shall be organized in the order described below:

TABLE OF CONTENTS

List all the following items. Provide a brief summary of the major components within each Tab.

TAB 1 - Guaranteed Maximum Price Proposal

Refer to the GMP Proposal document herein above. Type in the cost amounts and sign, date and seal the form.

In addition to the bound notebooks, provide two (2) loose original executed copies. (Do not bind into spiral notebooks.)

Do not alter any language from the original document without prior approval from County.

Do not electronically alter the document.

Each line item cost must exactly match the corresponding cost summary shown on the TAB 6 GMP Proposal Cost Breakdown.

Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the corporation, for any individual signing the GMP, who is not the President or CEO of the firm.

TAB 2 - Executive Project Summary

State any amended services or scope changes included in the Proposal.

Provide a brief project summary defining the scope of work associated with the construction phase of work included in this GMP Proposal.

Include the description of building type, size, character and general materials.

Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e. right-of-way issues)

State the anticipated Notice to Proceed with Construction date and Substantial Completion date.

TAB 3 - Project Team

List the various teams and the team members, in graphic and written form, for including names, titles, job responsibilities, and contact information.

Identify all consultants.

TAB 4 - List of Documents

Drawings Index – provide detailed listing of each sheet number, sheet title, original date of drawing, revised date of drawing

Specification Index:

Provide a detailed listing of each specification section required by County as identified in the Contract.

Provide a detailed listing of all other spec sections describing the project.

- Specifications shall be organized by CSI Division format. State the name, original date of issue, and a column for revision date.

TAB 5 - Qualifications and Value Engineering

Qualifications – A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.
Exclusions – A summary of exclusions organized by drawing sheet number or by specification section.
Substitutions – A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
Value Engineering Recommendations - List all items proposed to date and for each item identify if the item is accepted by County and included in the GMP. State the date of acceptance. In addition, identify those VE items not currently accepted. State if the price is good for a limited time period.

TAB 6 - GMP Proposal Cost Breakdown

Provide an Estimated Construction Cost breakdown on the Standard Schedule of Values Format for Cost of the Work based on anticipated subcontracts, organized by CSI Division format, Cost of the Work and CMAR's Fee.
The CMAR shall provide a detailed initial Total Project Construction Cost Estimate using standard estimating industry practices, utilizing the CSI Division format, with any additional cost breakdown as required by the Project Manager.

TAB 7 - Master Project Schedule (Summary Level)

The Summary Level schedule shall be submitted electronically with the GMP Proposal.
Summary Schedule Requirements
The schedule shall comply with the requirements of and shall form the basis for the "Detail" schedule, which shall be submitted within **sixty (60) calendar days** following Notice to Proceed with Construction for Construction Services.
The schedule shall be a computer-generated CPM schedule.
The schedule shall be presented in "bar chart" form and contain detailed activities for all events and milestones included in Preconstruction (Part I) Services
The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first **ninety (90) calendar days** following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first **ninety (90) calendar days**) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

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

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2 OWNER
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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.

August 10, 2023

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 23RFP66
Berry Springs Park Improvements
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found **Chasco Constructors, Ltd. LLP** to be the best-suited candidate to construct new buildings, expand parking lots, and extend trails at Berry Springs County Park. It is the recommendation of the evaluation committee to award the **Berry Springs Park Improvements** project to **Chasco Constructors, Ltd. LLP**.

The Wilco Facilities Department recommends that the Williamson County Commissioners Court award the Contract to **Chasco Constructors, Ltd. LLP** based on the committee's evaluation.

Sincerely,

Trenton H. Jacobs
County Architect, Facilities Department

WILLIAMSON COUNTY
(512) 943-1193 Cell (512)-966-9472
Trenton.Jacobs@wilco.org www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

Pricing Sheet

Respondent must utilize this Pricing Sheet. Any reworked version of this sheet, provided by Respondent as a substitute, may be deemed non-responsive, and may, at the County's sole discretion, result in Respondent's disqualification.

Preconstruction Phase Services Fee

Respondent shall be paid a Preconstruction Phase services fee according to the payment schedule prior to moving to the Guaranteed Maximum Price (GMP) Proposal, as more fully set out in the Contract for Construction Manager at Risk between the Selected Respondent and County.

Respondent's estimated lump sum Preconstruction Phase Fee:
Ten Thousand **Dollars** **($** 10,000.00 **)**

Construction Duration

Respondent's estimated construction period is Ten **months** from start of construction to final acceptance.

Preliminary Budget

County has established a preliminary construction budget that will be discussed with the Selected Respondent:
Four Million One Hundred Twenty-Six Thousand **Dollars** **($** 4,126,000.00 **)**

Construction Fee Percentage

Using the Preliminary Budget identified above, Respondent's Proposed Construction Phase Fee Percentage is 15.33 **%**

Construction Fee Amount

Respondent's estimated Construction Phase Fee Amount
(Fee Percentage multiplied by Preliminary Budget above):
Six Hundred Thirty-Two Thousand Five Hundred Sixteen **Dollars** **($** 632,516.00 **)**

Having carefully examined all the requirements of the RFP, the form of Agreement (Contract for Construction Manager-At-Risk), the Contract Documents, and any attachments to them, Respondent shall identify a Proposed Construction Manager's Fee to furnish Construction Manager-At-Risk services as required for this Project. The amount of the Respondent's Construction Manager's Fee must be the total cost of all services provided by the Respondent. The "Respondent's Construction Manager's Fee" shall include the following:

1. CMAR's fees for construction phase services other than for self-performed construction work;

2. CMAR's overhead and profit;

3. Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

4. Office Expenses - Courier service, postage and expressage;

5. Temporary Utilities: Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage;

6. Taxes, Insurance, and Fees: Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, ~~Preconstruction Phase services fee,~~ construction phase services fee, overhead and profit;

7. Construction Management Labor: Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel;

8. General Construction Debris Removal: Costs of removal of general construction debris from the site of the Work and its proper and legal disposal;

9. Construction Survey Layout: Layout crew and licensed survey layout;

10. Project Close-out: Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

Reimbursable Expenses

Williamson County's Vendor Reimbursement Policy (attached) outlines items that will not be reimbursed under the Pre-Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost.

The following items will also not be reimbursable under the Pre-Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost:

- Groundbreaking expenses
- Ribbon cutting expenses
- Field office set up
- Drinking water
- Field office supplies
- Field office cleaning
- Field office fire safety and first aid equipment supplies
- Field office window cleaning

1. Section one: Transmittal Letter

Chasco Constructors is pleased to submit our response to your Request for Proposal for Construction Manager-at-Risk services for the Williamson County Berry Springs Park. Chasco is a General Contractor/Construction Manager engaged in the construction of non-residential buildings, site work, utilities and concrete work. We have been in business for forty-three years and have a bonding capacity of more than $200 million.

Chasco Constructors has a proven track record of success in completing complex construction projects utilizing alternative delivery methods including Construction Manager-at-Risk projects for Williamson County as well as other public entities in the Central Texas region. We served as the CMAR for the Williamson County River Ranch Park Closeout, Williamson County's Georgetown Annex as well as the Williamson County Round Rock Annex, completing that project two months ahead of schedule and under budget. We are currently completing the Williamson County River Ranch Interpretive Center awarded as a CSP project. Chasco also has extensive experience with park construction having completed the River Ranch Park Closeout, Northeast Metro Park for Travis County, multiple phases of work on the Old Settlers Recreation Park for the City of Round Rock, Brushy Creek Regional Trails Phase 3 for Williamson County, Williamson County Park for the City of Taylor, and the Chasco Family YMCA East Sports Fields.

Chasco Constructors will facilitate a partnering process among the project team, including Owner's representatives and design professionals from the inception of our involvement through the project completion / warranty phase.

Chasco's project team of Bill Bambrick, Project Manager and Brent Wood, Project Superintendent, both have extensive experience with the CMAR process and working as a team on multiple auto dealership projects. Chasco has a proven program to develop construction logistics, manage schedules, integrate the Owner's requirements, and engage the local subcontracting community, all while maintaining an affordable project.

We will work with the project team to ensure that the project meets the County's and the public's needs. We have over 350 employees, many of whom are Williamson County residents ready to work for the County and to put our tax dollars to work in the most effective and efficient manner. Chasco routinely self-performs site work, site utility and both horizontal and vertical structural concrete construction. Our experience and capabilities make Chasco the best choice to evaluate and complete the construction of this important project for the County.

Chasco accepts the requirements and the terms and conditions of the Request for Proposals for Construction Manager at Risk for the Williamson County Berry Springs Park, and if awarded the contract for this project we can and will provide all bonding and insurance as required by the Contract Documents.

We thank you for your consideration of our qualifications for this unique project and look forward to serving as your Construction Manager-at-Risk.

Respectfully,

Charles J. Glace, Jr., President
Chasco Constructors, Ltd., L.L.C. by Chasco Contracting, GP, LLC, its General Partner
dba Chasco Constructors
2801 East Old Settlers Blvd
Round Rock, TX 78665
512-244-0600
chuck@chasco.com

BERRY SPRINGS PARK
23RFP66- 23RFP66 RFP CMAR

Project Design Team
Halff Associates, Inc.

Consultants / Engineers

Construction Manager
Chasco Constructors
Round Rock, TX

Executive Support
Chuck Glace, President
Charles King, Vice President & CFO
Craig Hunter, CPA Controller

Pre-Construction Team

Manager of Pre-Construction Services and Building Estimator
Scott Badgett

Civil Estimator
Rick Risener

- Estimates
- Budget
- Schedule
- Value Management
- Staging / Logistics
- Identify / Purchase Long-lead Items
- Pre-qualify Subcontractors
- Evaluate Constructability Issues

Construction Team
Project Manager
Bill Bambrick
Project Superintendent
Brent Wood
Safety Director
Jonathan Escalante

Subcontractors / Suppliers

- Site Management
- Schedule
- Cost Control
- Safety
- Punch List
- Warranty

3. Section Three - Similar Contracts

Chasco Constructors has completed the following projects similar to the Berry Springs Park project.

Williamson County River Ranch Park Closeout

- **Experience with subcontractors and professional services in Texas**
  Chasco maintains excellent relationships with subcontractors, vendors and design professionals from all over the state of Texas.
- **Percentage of Work self-performed**
  78%
- **Initial Guaranteed Maximum Price (GMP)**
  $10,880,973.00
- **Total Construction Price (including additional GMPs/ Change Orders)**
  $9,681,306.00
- **Initial Scheduled Completion Date (at GMP)**
  8/26/2023
- **Actual Substantial Completion Date (including Time Extensions)**
  6/08/2023
- **Contact Information for Owner**
  Williamson County, Texas
  Contact: Russell Fishback
  Phone: (512) 943-1922
- **Contact information for Architect of Record**
  McKinney York / Design Workshop
  McKinney York Contact: Andrew Green
  Phone: (512) 852-0268
  Design Workshop Contact: Nick Wester
  Phone: (512) 499-0222

Travis County Northeast Metro Park

- **Experience with subcontractors and professional services in Texas**
  Chasco maintains excellent relationships with subcontractors, vendors and design professionals from all over the state of Texas.
- **Percentage of Work self-performed**
  35%
- **Initial Guaranteed Maximum Price (GMP)**
  $4,059,500.00
- **Total Construction Price (including additional GMPs/ Change Orders)**
  $4,195,065.00
- **Initial Scheduled Completion Date (at GMP)**
  5/31/2004
- **Actual Substantial Completion Date (including Time Extensions)**
  5/31/2004
- **Contact Information for Owner**
  Travis County
  Mr. Roger Elkhoury
  (512) 854-4579
- **Contact information for Architect of Record**
  Carter & Burgess,Inc. (Now Jacobs Engineering)

Contact information unknown

Rock 'N' River Family Aquatic Center Expansion

- **Experience with subcontractors and professional services in Texas**
  Chasco maintains excellent relationships with subcontractors, vendors and design professionals from all over the state of Texas.
- **Percentage of Work self-performed**
  35%
- **Initial Guaranteed Maximum Price (GMP)**
  $6,728,887.00
- **Total Construction Price (including additional GMPs/ Change Orders)**
  $6,884,179.00
- **Initial Scheduled Completion Date (at GMP)**
  5/01/2016
- **Actual Substantial Completion Date (including Time Extensions)**
  4/27/2016
- **Contact Information for Owner**
  City of Round Rock
  Ms. Aileen Dryden
  (512) 218-5540
- **Contact information for Architect of Record**
  Kimley-Horn and Associates, Inc.
  Mr. Austin Powers
  (214) 420-5600

Williamson County Park - Taylor

- **Experience with subcontractors and professional services in Texas**
  Chasco maintains excellent relationships with subcontractors, vendors and design professionals from all over the state of Texas.
- **Percentage of Work self-performed**
  88%
- **Initial Guaranteed Maximum Price (GMP)**
  $1,583,700.00
- **Total Construction Price (including additional GMPs/ Change Orders)**
  $1,728,371.00
- **Initial Scheduled Completion Date (at GMP)**
  10/31/2009
- **Actual Substantial Completion Date (including Time Extensions)**
  10/31/2009
- **Contact Information for Owner**
  City of Taylor
  Contact: Clint Alsobrook
  Phone: (512) 352-3675
- **Contact information for Architect of Record**
  Sledge Engineering
  Contact: Casey Sledge
  Phone: (512) 365-1888

R E S U M É

CHASCO CONSTRUCTORS

Bill Bambrick
VP & Senior Project Manager

Education

Drake University 1976

University of Houston 1977

Austin Community College 1987

Work History and Background

Bill has over 45 years in the construction industry spending the last 34 years with Chasco Constructors. As Vice President and Senior Project Manager Bill has extensive experience in all areas of construction including commercial and industrial buildings, Class A office, site work, utilities, bridges, roads & heavy/highway and airport work. He is very experienced with alternative delivery methods including CMR and Design/Build.

Project Experience

- The Wilco Annex is a two story 60,000 SF office building for Williamson County, TX. The building is situated on a sloping site of very fat clay, so the slab was constructed as a structural pan slab with drilled piers with a perimeter grade beam to provide a voided crawl space. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance, and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.

- The Wilco River Ranch County Park Completion was the completion of a County Park project that had been started several years prior. The original general contractor did not finish the project and abandoned it before it was completed. The original work was of poor quality and many deficiencies were discovered with the original construction. Chasco Constructors was hired as a CMAR to finish the uncompleted work and correct the deficiencies. Chasco partnered closely with the Wilco Parks Dept. to develop and implement cost effective solutions to address severe drainage issues, repairs to electrical, plumbing & HVAC systems in the buildings, new paving, reworked and enlarged detention ponds, updated park entrance, improved camping area to provide ADA compliance and reworking and repair of many inter-park trails.

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, despite having over 40 rain days.

R E S U M É (continued)

Bill Bambrick, VP & Senior Project Manager

- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.

- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational.

- Georgetown Recreation Center, Georgetown, TX: 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.

- Twin Lakes YMCA, Cedar Park: A 36,400 sf tilt wall and structural steel facility including a gymnasium, work out facilities, locker rooms with showers, daycare, administrative offices and meeting rooms. The project also included an outdoor “fun pool” with many water features and a pool house. Parking facilities for the YMCA were simultaneously constructed under a separate contract with Williamson County. Combined project cost was $5.3 Million. CM-at-Risk delivery.

- Hutto Family YMCA, Hutto, Texas: Chasco Constructors was the Construction Manager for the construction of the 30,000 sf Hutto Family YMCA facility in Hutto, Texas. The project consists of a natatorium, locker rooms, work out and aerobics areas as well as offices. Chasco provided a complete pre-construction program for this project to assist the YMCA and the City of Hutto with budgeting and constructability management in order to maximize the City’s budget while allowing the project to achieve all of the original programming goals for both the City and the YMCA.

References

Mr. Jeff Andresen, CEO
YMCA of Greater Williamson County
512-801-7736

Ms. Susan McFarland, AIA
Susan McFarland, Architect
512-288-3001

Ms. Barbara Garrett
Garrett Consulting Services
615-394-4977

Tony Prete, PE
Waeltz & Prete, Inc.
512-505-8953

R E S U M É

CHASCO CONSTRUCTORS

Brent Wood
Project Superintendent

Work History and Background

Brent Wood has more than 22 years of construction superintendent experience in commercial projects. His diverse background includes renovation and construction of office buildings, manufacturing, restaurants, retail facilities, churches, concrete paving and site utility work. Experience includes CM-at-Risk, Design/Build and fast-track projects, cast-in-place frame structures, pre-cast structures, structural wood framed and tilt wall buildings, as well as all civil site work including earthwork, concrete paving, and asphalt. Brent's key responsibility is the coordination and management of all on-site activities.

Project Experience

- Round Rock Public Safety Training Facility – This $26,000,000.00 project under construction in Round Rock, TX consists of a 65,345 s.f. Police and Fire Administration/Training building with a 17,965 Firing Range, 32,000 s.f. of Police Urban Training Areas, 433,000 s.f. Fire Specialized Training areas and a Driving Skills pad.

- Williamson County Precinct 1 Annex and EMS Building – construction of 2 buildings at the same project site. Both one-story buildings with EIFS and stone veneer with complete interior finish out. Annex building was 27,660 SF and the EMS building was 6,470 SF. Site improvements included all underground utility infrastructure, earthwork as well as all concrete paving and asphalt work. Project was completed early and under budget. ($6.3 million)

- Texas School for the Deaf Early Learning Center & Central Services Center – Construction Manager-at-Risk for a $13.6 Million 25,000+ sq ft three story building constructed between two existing buildings, on an active campus serving hundreds of hearing-impaired students and staff members. With not much room to maneuver, we had to ensure the project was completed on time, in a safely manner and within budget without negatively impacting the school's operations.

References:

Mr. Richard Will
Building Construction Manager
City Of Round Rock
512-341-3311

Christopher Fly
TSD Facilities Operation Specialist
512-462-5404
Christopher.fly@tsd.state.Tx.us

Mr. Don Ross Hewlett
Dealer Principal
Hewlett Auto Group
512-681-3000

R E S U M É

CHASCO CONSTRUCTORS

Scott Badgett
Vice President – Building Estimating / Pre-Construction Services

Education

University of Texas
BS, Civil Engineering

Work History and Background

Scott has over 45 years of solid construction management experience in commercial, institutional and industrial projects. His diverse background includes constriction of high security and high-tech facilities, renovation and construction of healthcare facilities, churches, schools, office buildings, manufacturing and retail facilities. Experience includes Design/Build and fast-track projects, cast-in-place frame structures, pre-cast structures and tilt wall buildings. Scott's key responsibility is the coordination and management of the entire process from pre-construction through close-out. Scott has been with Chasco for nineteen years.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.

- The Wilco Georgetown Annex is a two story 60,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.

- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational. Parking facilities for the YMCA were simultaneously constructed under the same contract. CM-at-Risk delivery.

- Williamson County Precinct 1 Annex and EMS Building – construction of 2 buildings with E.I.F.S. and stone veneer with complete interior finish out. Annex building was 27,660 SF and the EMS building was 6,470 SF. Project was completed early and under budget. ($6.3 million CM-at-Risk delivery.

R E S U M É (continued)
Scott Badgett
Vice President – Building Estimating / Pre-Construction Services

- City of Round Rock Sports Center – Round Rock, TX – 80,000 square foot sports center with 6 basketball/12 volleyball courts and 9 multi-purpose rooms with seating for up to 1,700 fans. Chasco self-performed all site work, utilities, site concrete, building concrete and tilt wall panels for this project.

- Georgetown Recreation Center – Georgetown, TX – 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.

- Great Oaks Elementary School, Round Rock, Texas – 6.0 million, 70,000 SF elementary school for RRISD. Project included all site development, utilities and detention pond.

- Westwood High School Science Wing Addition, Round Rock, Texas – 5.5 million two-story addition to existing high school. Included pre-cast wall panels to match existing facility. Project was constructed in the middle of the occupied campus with minimal impact to ongoing operations.

- Lampasas Middle School, Lampasas, TX – $6.0 million two-story middle school. Full cafeteria, gymnasiums and all related site facilities.

References

Mr. Bo Spencer, AIA
Spencer-Pierce Architecture, Inc.
512-388-0677

Mr. Dale Butler, Facilities Director
Williamson County, TX
512-943-1609

Mr. Jeff Andresen, President and CEO
YMCA Greater Williamson County
512-615-5530

R É S U M É

CHASCO CONSTRUCTORS

Rick Risener
Chief Civil Estimator

Education

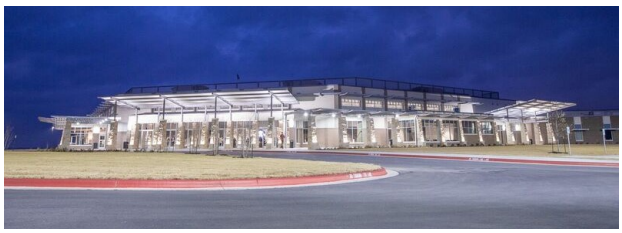
Abilene Christian University

Work History and Background

Rick has over 20 years of experience in residential, commercial, airport, heavy highway and civil construction. Rick has worked on projects that vary from pedestrian, vehicular, and railway bridges, public and private roadways, concrete and earthen dams, public parks and trail systems, subdivision infrastructure, site and pipeline utilities, site grading and site concrete work, single building and strip retail, multi-story office and medical buildings, pre-cast and cast-in-place concrete garages, and custom home building. Rick has been with Chasco for thirteen years.

Project Experience

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large child care wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a book store and the “Blend”, a “bistro style” coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state of the art audio/visual system.

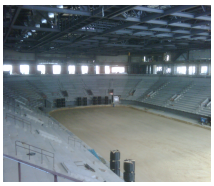


- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.

- Twin Lakes YMCA Natatorium, Teen Center & Aerobics Room – Owner – The YMCA of Greater Williamson County – CM at Risk contract. This expansion is the second phase of a project initially built in 2004 and made possible by a partnership between Williamson County and the YMCA of Greater Williamson County. This phase added a natatorium, a teen center, an aerobics room and a Cardio Theater. The natatorium houses multiple indoor pools, including a main pool with lap lanes, a splash pad area for small children and a two-story waterslide for the larger kids. Additionally, a warm water therapy pool, a hot tub/spa and a dry sauna were installed for the adults to relax in.

R É S U M É (continued)

Rick Risener
Chief Civil Estimator



- Cedar Park Events Center, Cedar Park, TX – A 100,000 SF Multi-Function Sporting and Events Center. This project included the concrete foundation, upper level concrete slabs, equipment footings and foundations, and approximately 40 acres of site concrete with many areas that required special finishes.

- Barton Creek Section 101 ACFT Treated Effluent Storage Pond, Austin, TX – This project included ten acres of construction within an environmentally sensitive area. A 2,350 LF all weather access road was built to the pond site. 35,000 CY of rock and over burden were excavated. Approximately 8,000 CY of the material was resized through a crushing operation and reused as select fill across the entire pond floor and behind the pond walls. The walls, ranging from 9' to 35' tall, surrounded the entire pond perimeter.

- Samsung T-Star Facility Operations Building, Austin, TX – This project consisted of constructing a new two-story concrete frame office and warehouse building with loading dock at the Samsung Semiconductor site in Austin, TX. Strict background checks and training are required for all Samsung projects.

- ABIA New Employee Parking Lot, Austin, TX – This $7 million + project included construction of 703,800 SF of new parking lots at the existing Austin Bergstrom International Airport consisting of demolition of old Air Force structures, installation of 8" of lime treated subgrade, flex base and asphalt on the entire area, installation of 5 new Bus Shelters and 2 new Bench Canopy structures. Existing underground conditions created challenges on a daily basis.

- Kenney Fort Blvd., Round Rock, TX – In design for over 10 years, this project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock. The project featured three bridges: an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek, and a new railroad bridge for the Union Pacific Railroad. Some of the project challenges involved moving the Union Pacific mainline rail traffic to a shoofly detour. This allowed a new railroad bridge to be built on the mainline. Once the new railroad bridge was completed rail traffic was moved back onto the mainline and the shoofly detour was removed. Excavation then began under two existing bridges on Hwy 79. This was needed to extend the new Kenney Fort Blvd. under the highway and under the new rail bridge. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

City of Residence: Austin, Texas

References

Mr. Antonio Prete
Waeltz & Prete, Inc.
(512) 505-8953
tony@w-pinc.com

Mr. Troy Jamail
HWA Parking/Strickland-Jamail
(512) 592-3277
troy.jamil@hwaparking.com

Mr. James Heironimus
NXP Semiconductors, Inc.
(512) 933-2104
james.heironimus@nxp.com

R E S U M É

CHASCO CONSTRUCTORS

Jonathan Escalante, CSHO, CHST
Director of Health and Safety

Education

Universidad Valle Del Bravo, Mexico 2005

Work History and Background

Jonathan has over 10 years of Construction Safety Experience including road and building construction. As a Safety Specialist at Chasco, Jonathan has been responsible for updating, implementing and overseeing the company's safety and training program. Since beginning with Chasco, he has made revisions and updates to the Safety Manual, including: a new Accident Prevention Program, a new Substance Abuse Program & improved Accident Investigation procedures. He has also updated the SDS Manual, to merge the new GHS program and implemented a new Virtual Risk Manager Program that uses software for driver training & vehicle loss prevention. Employee training is a major concern at Chasco. Jonathan has created new training programs for new hire safety orientation, traffic control safety awareness, qualified signal & rigging training and general safety awareness for all of Chasco's employees. Due to all of these improvements, Chasco has seen lower Recordable Rates and an overall increase in safety awareness amongst its employees. Jonathan has been with Chasco for all ten years of his construction experience.

Training

CSHO (Certified Safety and Health Official)
500 OSHA Train the Trainers
510 OSH Standards
OSH311 Fall Protection
OSH521 Industrial Hygiene
PRT260 Cranes and Material Handling
OSH301 Excavation, Trenching and Soil Mechanics
CPR/FA Certified Trainer
PRT123 Scaffold Training
Flagger Training (Train the trainer)
OSH755 Accident Investigation
OSH301 Excavation, Trenching and Soil Mechanics

Project Experience

SH 130 - *Lone Star Infrastructure. Hutto, Tx. (10/2005-8/2009)*
Position: Safety Supervisor / HR Assistant **Project Value:** 1.6 Billion USD
Main activities:

- Responsible for day to day environmental health and safety related activity with a specific focus on reducing incident rates and workers comp.
- Develop and implement required Safety Programs and progressive disciplinary actions.

- Develop Safety incentive program
- Implement accident prevention program
- Field Safety Inspections
- Provide monthly reports to the Fluor Corporate Office, including accident investigations, injury summary reports (man-hours included) and project close out-forms.
- Accident investigation / Case manager
- Conduct Mass meetings, Safety talks.
- New Hire Safety Orientation
- Training such as: Fall Protection, Confined Space, Haz-Mat, Traffic Awareness
- Responsible for OSHA compliance and record keeping, Worker's Comp Issues
- Random Drug testing coordinator (DOT and Non-DOT)
- HR New hire orientation
- Minor HR duties such as: Terminations, spreadsheet, employee benefits.
- Coordinate office management and special projects with a high degree of efficiency.
- Manage capital purchases, direct vendor relations, generate and maintain equipment tracking records.

Construcciones del Panuco. Mexico (06/2002-09/2005)
Position: Safety Apprentice
Main activities:

- Protect Health and Safety of the employees as well as the company.
- Follow Safety Standards set by the Social Security Safety Regulation of the Mexican Institute.
- Safety inspections / investigations.
- Medical Case Management
- Safety Training to employees (adapted by OSHA 1926)
- Report all data of incidents / accidents to CEO monthly.

City of Residence: Leander, Texas

References

Mr. Ignacio Guerra
Fluor Daniel Ent.
(210) 273-1774

Brayan Loya
Fluor Daniel Ent.
(512) 769-4339

Larry Connelly
AGC of Austin
(512) 748-1830

R E S U M É

CHASCO CONSTRUCTORS

Charles J. (Chuck) Glace, Jr.
President

Education

Central Michigan University / U.T. Austin

Work History and Background

Chuck has over 30 years of diversified construction experience. He has extensive background in concrete flatwork, structural concrete, tilt-wall, decorative concrete, excavation, and utility work. Chuck has complete responsibility for overall coordination of Chasco's operation. To him, the retention and advancement of individuals speaks directly to Chasco's success. Chuck is a driving force in the organization and training of Chasco's talent in both the office and the field. He provides ongoing leadership to the management team and to the self-perform operations, helping Chasco to provide better control and exceptional service to its customers. Chuck serves on the Board of the YMCA of Round Rock. He is also a board member of the American Concrete Institute, a member of the Construction Specifications Institute, the American Society of Concrete Construction, and the Associated General Contractors of America, and a Board member of The Round Rock Community Foundation.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor.

- Kenney Fort Blvd.
  Owner - City of Round Rock, TX – Stipulated Sum/Unit Price contract. This project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock, TX. The project featured three bridges, an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek and a new railroad bridge for the Union Pacific Railroad. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

R E S U M É (continued)

Charles J. (Chuck) Glace
President

- AMP Packaging Office and Manufacturing Facility, Round Rock, TX – Design/Build Contract for 58,000 SF tiltwall computer manufacturing facility.

- Emergency Vehicles Operations Course –
  Owner - Texas Department of Public Safety – CM-at-Risk contract. Over 1,000,000 SF of concrete skills pads and 6.2 mile asphalt/concrete road track for vehicle skills and training. During construction of the original $23.8 million-dollar project a $3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. Total project cost was $27.5 Million.

- Tellabs Operations, Round Rock, TX – 48,000 SF tiltwall manufacturing addition to the existing facility.

- Classic Toyota, Round Rock, TX – Construction of a new car sales building, body shop, parking, drives, new car display, and detention / filtration structures.

- Austin VA Hospital / Clinic, Austin, TX – 45,000 SF slab on grade with related site work.

- St. Philips Family Life Center, Round Rock, TX – 11,000 SF church facility, including worship areas, classrooms, elevated altar / stage, commercial food preparation, and childcare.

- Shoal Creek Bridge, Austin, TX – New 2-span bridge over Shoal Creek including channel work and slope protection to flood prone creek.

- Expo Business Park, Austin, TX – Two 124,000 SF concrete tiltwall buildings, including all site development and utility construction.

References

Mr. Mark Remmert
Chief Building Inspector
City of Round Rock
512-218-6600

Mr. Brent Jones, P.E.
Civil Engineer
Randall Jones Engineering
(512) 415-3012

Mr. Chad McDowell
General Services Director
City of Round Rock
(512) 671-2890

R E S U M É

CHASCO CONSTRUCTORS

Charles R. King
CFO, Vice President, Secretary and Treasurer

Education

BBA in Accounting – Lamar University
CPA Certification – Texas Society of CPA's

Work History and Background

Charles has over 40 years experience as an entrepreneurial financial accountant. He began his career with a national accounting firm prior to joining a local CPA firm. As a partner in this firm, he was responsible for a wide array of tax and financial accounting engagements for small businesses and individuals. Subsequently, he spent 15 years as CFO of a multi-location, multi-franchise car dealership conglomerate. In this role he was responsible for the financial, treasury and IT functions.

At Chasco, Charles is responsible for the financial function, as well as strategic planning, tax issues and cash management.

References

Mr. Troy Voelker
McNery & Voelker
512-255-6940

Mr. Jeff Anderson
RSM Austin, CPA's
512-476-0717

R E S U M É

CHASCO CONSTRUCTORS

Craig Hunter, CPA

Controller

Education

BA in Accounting, California State University, Stanislaus, 1985

Work History and Background

Craig has over 30 years of experience in various industries. He has been a Controller at a publishing company, a lodging company, a wholesale/retail company with over 800 locations, a national health food company, where he was a key member of starting the manufacturing subsidiary. He has over 20 years of experience in the construction industry as a Consultant and Controller. He has worked with companies ranging in size from $12 million to well over $100 million. Craig's duties at Chasco include overseeing the Accounting and Human Resources departments. He has been with Chasco for five years.

City of Residence: Austin, Texas

Pricing Sheet

Respondent must utilize this Pricing Sheet. Any reworked version of this sheet, provided by Respondent as a substitute, may be deemed non-responsive, and may, at the County's sole discretion, result in Respondent's disqualification.

Preconstruction Phase Services Fee

Respondent shall be paid a Preconstruction Phase services fee according to the payment schedule prior to moving to the Guaranteed Maximum Price (GMP) Proposal, as more fully set out in the Contract for Construction Manager at Risk between the Selected Respondent and County.

Respondent's estimated lump sum Preconstruction Phase Fee:

Ten Thousand **Dollars** **($** 10,000.00 **)**

Construction Duration

Respondent's estimated construction period is Ten **months** from start of construction to final acceptance.

Preliminary Budget

County has established a preliminary construction budget that will be discussed with the Selected Respondent:

Four Million One Hundred Twenty-Six Thousand **Dollars** **($** 4,126,000.00 **)**

Construction Fee Percentage

Using the Preliminary Budget identified above, Respondent's Proposed Construction Phase Fee Percentage is 15.11 **%**

Construction Fee Amount

Respondent's estimated Construction Phase Fee Amount
(Fee Percentage multiplied by Preliminary Budget above):

Six Hundred Twenty-Three Thousand Four Hundred Thirty-Nine **Dollars** **($** 623,439.00 **)**

Having carefully examined all the requirements of the RFP, the form of Agreement (Contract for Construction Manager-At-Risk), the Contract Documents, and any attachments to them, Respondent shall identify a Proposed Construction Manager's Fee to furnish Construction Manager-At-Risk services as required for this Project. The amount of the Respondent's Construction Manager's Fee must be the total cost of all services provided by the Respondent. The "Respondent's Construction Manager's Fee" shall include the following:

1. CMAR's fees for construction phase services other than for self-performed construction work;

2. CMAR's overhead and profit;

3. Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

4. Office Expenses - Courier service, postage and expressage;

5. Temporary Utilities: Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage;

6. Taxes, Insurance, and Fees: Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, ~~Preconstruction Phase services fee,~~ construction phase services fee, overhead and profit;

7. Construction Management Labor: Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel;

8. General Construction Debris Removal: Costs of removal of general construction debris from the site of the Work and its proper and legal disposal;

9. Construction Survey Layout: Layout crew and licensed survey layout;

10. Project Close-out: Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

Reimbursable Expenses

Williamson County's Vendor Reimbursement Policy (attached) outlines items that will not be reimbursed under the Pre-Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost.

The following items will also not be reimbursable under the Pre-Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost:

- Groundbreaking expenses
- Ribbon cutting expenses
- Field office set up
- Drinking water
- Field office supplies
- Field office cleaning
- Field office fire safety and first aid equipment supplies
- Field office window cleaning

Commissioners Court - Regular Session **37.**

Meeting Date: 08/22/2023

Approval of Repair to HVAC Unit at Jester Annex by Texas Equipment Solutions for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Dolores Donaldson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract #2023259 for HVAC replacement of outside air fan variable frequency drive (VFD) and supply fan VFD at the Jester Annex Building by Texas Equipment Solutions in the amount of $6,402.50 and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County and authorizing the execution of this agreement.

Background

Facilities Management submitted a requisition #132388 for the emergency repair of the HVAC Rooftop Unit located at the Jester Annex, 1801 East Old Settlers Boulevard, Round Rock, TX 78665 for the outside air fan variable frequency drive (VFD) and supply fan VFD to be replaced. The repair is required to get systems back up to par and clear red tag status. The equipment at Jester Annex that needs to be repaired contains "Innovent software" which Texas Equipment Solutions is an authorized servicer in Central Texas. Funding source 01.0100.1066.004510. Department point of contact is Joe Piefer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/16/2023 11:39 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:34 AM
Form Started By: Dolores Donaldson		Started On: 08/14/2023 08:13 AM
Final Approval Date: 08/17/2023		

WILLIAMSON COUNTY
PURCHASE AND SERVICES CONTRACT
(Texas Equipment Solutions, 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 AND 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 **Texas Equipment Solutions, LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include those described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

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

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

II.

Goods: Service Provider shall provide County the goods described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

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.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Six Thousand Four Hundred and Two Dollars and Fifty Cents ($6,402.50). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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.

IX.

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.

X.

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.

XI.

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.

XII.

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

XIII.

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.

XIV.

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.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote, and being marked **Exhibit "A,"** which is incorporated to the extent the Quote meets or exceeds the requirements of County's

solicitation, if applicable;

B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

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

XXIV.

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

[SIGNATURES TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.
Printed Name

Date: _____ ____, 20____

SERVICE PROVIDER:

Texas Equipment Solutions, LLC
Name of Service Provider

Authorized Signature

RON ROBERGE
Printed Name

Date: 08/08/ ____, 2023.

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before _____ calendar days.

Cooperative Purchasing Contract or Agreement (if applicable):_____

From

Texas Equipment Solutions, LLC

7805 Bell Mountain Drive Ste C
Austin TX 78730
(512) 276-2769
http://txequipmentsolutions.com/
TACLA117134C
Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599
www.tdlr.texas.gov

[redacted]

Quote For

Williamson County Facilities

Jester Annex Bldg WILCO
1801 East Old Settlers Boulevard
Round Rock TX 78665

Description of Work

Lead time for VFDs is 3-5 Days
WO# 1190

Services to be completed

No Service

Parts, labor, and fees	Quantity	Unit Price	Total
Truck Charge	1	$50.00	$50.00
		SERVICE TOTAL	**$50.00**

[HVAC] Rooftop Unit - TAG# RTUMZ-2A Innovent E-CAHU-8480-AC/AC/IS/MZ/FR/VS-1-A 209072-2 209072-2
Replace Outside Air Fan VFD and Supply Fan VFD

Parts, labor, and fees	Quantity	Unit Price	Total
OA Fan VFD for RTUMZ-2A	1	$1,065.00	$1,065.00
Supply Fan VFD for RTUMZ-2A	1	$1,647.50	$1,647.50
Labor to Install	4	$125.00	$500.00
		SERVICE TOTAL	**$3,212.50**

[HVAC] Rooftop Unit - TAG# RTUMZ-3A Innovent E-CAHU-8060-AC/AC/IS/MZ/FR/VS-1-A 209072-3 209072-3
Replace Outside Air Fan VFD and Supply Fan VFD

Parts, labor, and fees	Quantity	Unit Price	Total
OA Fan VFD for RTUMZ-3A	1	$992.50	$992.50
Supply Fan VFD RTUMZ-3A	1	$1,647.50	$1,647.50
Labor to Install	4	$125.00	$500.00
		SERVICE TOTAL	**$3,140.00**

GRAND TOTAL	**$6,402.50**

By my signature below, I authorize work to begin and agree to pay the Grand Total.

Name: _____ Date: _____

Signature: _____

Commissioners Court - Regular Session **38.**

Meeting Date: 08/22/2023

Award of RFP #23RFP74 Chiller Replacement for Williamson County to Jay Harkins Company, Inc for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP74 Chiller Replacement for Williamson County to Jay Harkins Company, Inc in the not-to-exceed amount of $245,287.00 and authorize execution of the agreement.

Background

Williamson County sent out over 2,400 notifications with six (6) firms submitting responses. Two vendors were not considered as they submitted incorrect bid tabulation sheets. This RFP was issued seeking qualified contractors to provide everything required for the replacement of the one (1) existing 150-ton Air Cooled Chiller, located at Williamson County Sheriff Office, 508 Rock Street, Georgetown, TX. The evaluation team evaluated, scored, and negotiated the responses. The highest ranked vendor through evaluations and negotiations is Jay Harkins Company Inc and is recommended for award. Funding Source is 01.0100.0509.004509 and the point of contacts are Shantil Moore or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

Recommendation Letter

Scoresheet-redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/17/2023 11:55 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:11 PM

Form Started By: Johnny Grimaldo Started On: 08/17/2023 10:41 AM

Final Approval Date: 08/17/2023

WILLIAMSON COUNTY
SERVICES CONTRACT
(Jay Harkins 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 **Jay Harkins 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 23RFP74.

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 effective as of the date of the last party's execution below (the "Effective Date") and shall continue until the Project Completion Date. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before July 31, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described above, this Contract shall automatically terminate without further obligations from either Party, except as otherwise expressly provided herein.

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 Two Hundred Forty-Five Thousand Two Hundred Eighty-Seven Dollars ($245,287.00)

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

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$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. Additionally, 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 Service Provider for any reason are hereby deleted.

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: Notwithstanding the provisions of Section II, Effective Date and Term, 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.

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;
B. 23RFP74 Chiller Replacement for Williamson County, including all related solicitation documents provided by the County; and
C. Insurance certificates evidencing coverages required herein above.

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

XXI.

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:

Jay Harkins Company Inc.
Name of Service Provider

JD Harkins
Authorized Signature

JD Harkins
Printed Name

Date: August 15, 2023

EXHIBIT A

Harkins Company

Mechanical Contractor
(512) 281-5577 Fax (512) 281-5588
618 Hwy 95 N Elgin, Texas 78621
TACLA27076C M39024

Proposal

Date: June 29, 2023
Attn: Estimating Department
Project: Williamson County Jail 23RFP74

Harkins Company is pleased to submit this proposal letter to provide the labor, equipment and materials for the Mechanical HVAC, and piping portions of work for the aforementioned project. This proposal is based on the site walk and documents provided. We also acknowledge 00 Addendums. See the following for specific inclusions/exclusions:

Inclusions:

- Disconnect and haul off of (1) existing chiller.
- Telehandler for hoisting old and setting new Carrier 30RB series chiller
- Provide and set (1) Carrier Chiller-30RB series
- Providing and installing new 6" piping and fittings- POC shall be 1' AFF of concrete, supports, and materials
- CHW Insulation and aluminum cladding- 1 ½" thick urethane pipe insulation for chiller piping and CHWS/R in the Batcave.
- All work to be completed during regular working hours. No nights and or weekends included.
- Layout, and Coordination of Equipment, piping with other trades.
- Electrical-demo, make safe, new slotted mounting rack, disconnect 400A fused,
- Identification of HVAC components/piping/equipment.
- Integration of installed equipment into approved DDC system provide by Automated Logic-(ALC).
- Disconnect of controls of (1) Chiller -Make safe
- Provide and install-(1) motorized isolation Valve. ALC will wire from mechanical room to chiller control panel, from the chiller control panel to the motorized isolation valve.
- Remove (2) exiting flexes -rubber bellows. Batcave
- Provide and install (2) 6" Nibco BFVs, flanges and bolt sets and (2) new 6" flexes rubber bellows-Batcave

Exclusions:

- Delegated design, plan review and all engineering is assumed to be provided by owner or GC.
- Demolition, Site-Work Utilities, Fire Protection-Alarm, Fire Caulk, Bonds, Irrigation, Concrete work, Pour Back, Doweling, grouting of fixtures, Roofing, roof drains, cutting of roofing, Structural Steel or reinforcement, Architectural finishes, Painting, and any scope of work that is not within the Mechanical or plumbing drawings, or Div. 23 or 22 specifications.
- Temporary chiller, Temporary cooling or heat equipment, Dumpsters.
- Test and Balance, this can be provided if needed, but is not presently included.
- **Civil work or anything beyond 5' of building envelope.**
- Water treatment or passivation of systems.
- Abatement
- BIM Modeling or any drawings. Harkins intends to utilize issued for construction documents provided by the GC and engineer.
- Bond
- Occupancy sensors, provided by district.
- Bonded warehouse, or storage of materials offsite.
- Taxes

TOTAL COST: $ 245,287.00

(Alt -01) Not Applicable
(Alt -02) Not Applicable

JD Harkins / President
512-281-5577 ext. 101
jd@harkinscompany.com

With current market volatility this Proposal is only good for 30 days. Equipment pricing is not guaranteed nor is it locked in, until it is released to the factories. If equipment pricing is expected to be held beyond 30 days, then it may need to be released early, and additional storage fees will be incurred by the owners, not Harkins. Harkins Company also **reserves the right to revise it's pricing** if equipment prices increase after contract acceptance and before release from factories due to changing start dates or design revisions and or submittal processing times.

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-8202, 512-463-6599

Williamson County Facilities Management
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

August 8, 2023

Williamson County Purchasing Department
Attn: Joy Simonton, Director/Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: 23RFP74 – Chiller Replacement for Williamson County, Texas

The recommendation from the RFP Evaluation Committee is to award the Chiller Replacement for Williamson County contract to Harkins Company. The bid tabulation for the referenced project is included. Proposal pricing is within Facilities Management Department budget for this service.

Harkins Company is a locally owned and operated Mechanical contractor operating out of Elgin, Texas and has been providing services for approximately 50 years. Harkins Company has extensive experience providing chillers, boilers, pumps, split systems, fan coil units, chilled and condenser water piping, valves and fitting, mechanical ductwork, refrigerant piping to commercial and industrial industries. Additionally, they have proven experience installing, providing turnkey service, repairing, and maintaining a wide variety of chiller similar to those documented in this solicitation request.

The Facilities Department recommends that the Williamson County Commissioners Court award the contract to Harkins Company based on the committee's evaluation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

Williamson County 23RFP74 - Chiller Replacement @ SO/Jail

Evaluation Date: Tuesday, July 18 2023 @ 10:30 am

Evaluation Criteria	Max Points	Carrier	Harkins Company	McNamara Custom Services	SI Mechanical
Company Information	5	5	5	5	5
Relevant Experience & Qualifications	30	20	25	23.7	27.3
Proposed Methodology	20	20	20	20	0
Compensation and Fees	40	40	32.4	29.6	36.7
References	5	1	5	4	5
Mandatory Meeting	P/F	P	P	P	P
Subcontractors	Y/N	Y	N	N	N
Litigation History	P/F	P	P	P	P
Submittals	Y/N	Y	N	N	N
Total	**100**	**86**	**87.4**	**82.3**	**74**
Total Amount		$ 198,538.00	$ 245,287.00	$ 267,969.00	$ 216,403.00

Commissioners Court - Regular Session **39.**

Meeting Date: 08/22/2023

Approval of Award of IFB #23IFB67 for Construction of the First Phase Corridor C / SH 29 to Capital Excavation Company for HNTB

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB67 for Construction of the First Phase of Corridor C / SH 29 to the lowest and best bidder, Capital Excavation Company, in the amount of $30,540,848.03 and authorizing the execution of the agreement. Funding Source is P459.

Background

Williamson County sent out over 1,500 notifications with seventy-five (75) document takers and five (5) submitting bids. The bids have been reviewed and the apparent low bidder, Capital Excavation Company, was found to be responsive and materially balanced. Their lowest bid of $30,540,848.03 was 15.6% below the Engineers estimate. The bidding was competitive with the lowest two bidders being within 4.5% of each other. In addition to meeting the bid qualifications subject to being low bidder, Capital Excavation Company, has successfully completed previous projects for Williamson County. Based on the quality of work performed and favorable working relationship with the County and its Representatives, it is recommended to award the construction of the First Phase of Corridor C / SH 29 IFB #23IFB67 contract to Capital Excavation Company in the amount of $30,540,848.03. Funding source is P459. Point of Contact is Donald Peterson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Bid Tabulation

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/17/2023 11:52 AM
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:12 PM
Form Started By: Gretchen Glenn		Started On: 08/16/2023 10:25 AM
Final Approval Date: 08/17/2023		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

August 16, 2023

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Corridor C / SH 29 Bypass
Williamson County Project No. 23IFB67
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Capital Excavation Company) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Capital Excavation Company	$30,540,848.03
2.	James Construction Group, LLC	$31,901,969.00
3.	Chasco Constructors	$32,894,949.00
4.	Jordan Foster Construction, LLC	$34,185,076.50
5.	Joe Bland Constructors, L.P.	$34,488,148.00

The lowest bidder was $5,645,355.89 lower than the Engineers Estimate, a cost savings of 15.6%. The bidding was competitive with the lowest two bidders being within 4.5% of each other.

In addition to meeting the bid qualifications subject to being the low bidder, Capital Excavation Company is currently the Contractor on Samsung Highway (FM3349 to CR404), CR 111 Westinghouse and North May Extension projects and has successfully completed past projects for Williamson County including County Road 300/301, County Road 214, and Ronald Reagan South Phase I. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefore concur with the recommendation of the Design Engineer, Atkins, for award of the Corridor C / SH 29 Bypass construction contract to Capital Excavation Company in the amount of $30,540,848.03.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
Corridor C / SH29 Bypass
August 15, 2023

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Capital Excavation	$ 30,540,848.03	1	($5,645,355.89)	-15.6%	$ -	0.0%
James Construction Group, LLC	$ 31,901,969.00	2	($4,284,234.92)	-11.8%	$ 1,361,120.97	4.5%
Chasco Constructors	$ 32,894,949.00	3	($3,291,254.92)	-9.1%	$ 2,354,100.97	7.7%
Jordan Foster Construction, LLC	$ 34,185,076.50	4	($2,001,127.42)	-5.5%	$ 3,644,228.47	11.9%
Joe Bland Constructors, L.P.	$ 34,488,148.00	5	($1,698,055.92)	-4.7%	$ 3,947,299.97	12.9%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		James Construction Group, LLC		Chasco Constructors		Jordan Foster Construction, LLC		Joe Bland Constructors, L.P.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100 6002	PREPARING ROW	206	STA	$ 3,500.00	$ 721,000.00	$ 3,400.00	$ 700,400.00	$ 11,217.00	$ 2,310,702.00	$ 3,000.00	$ 618,000.00	$ 12,000.00	$ 2,472,000.00	$ 750.00	$ 154,500.00
2	104 6028	REMOVING CONC (MISC)	532	SY	$ 17.00	$ 9,044.00	$ 11.95	$ 6,357.40	$ 8.50	$ 4,522.00	$ 15.00	$ 7,980.00	$ 16.00	$ 8,512.00	$ 65.00	$ 34,580.00
3	104 6054	REMOVING CONCRETE(MOW STRIP)	480	LF	$ 16.00	$ 7,680.00	$ 10.95	$ 5,256.00	$ 7.00	$ 3,360.00	$ 6.00	$ 2,880.00	$ 25.00	$ 12,000.00	$ 20.00	$ 9,600.00
4	105 6045	REMOVING STAB BASE AND ASPH PAV (2"-8")	742	SY	$ 6.00	$ 4,452.00	$ 16.85	$ 12,502.70	$ 11.00	$ 8,162.00	$ 5.00	$ 3,710.00	$ 12.00	$ 8,904.00	$ 8.00	$ 5,936.00
5	110 6001	EXCAVATION (ROADWAY)	71,105	CY	$ 22.90	$ 1,628,304.50	$ 12.02	$ 854,682.10	$ 10.00	$ 711,050.00	$ 15.00	$ 1,066,575.00	$ 15.00	$ 1,066,575.00	$ 14.75	$ 1,048,798.75
6	132 6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	219,520	CY	$ 28.00	$ 6,146,560.00	$ 22.00	$ 4,829,440.00	$ 26.00	$ 5,707,520.00	$ 27.50	$ 6,036,800.00	$ 22.00	$ 4,829,440.00	$ 32.00	$ 7,024,640.00
7	160 WC01	FURNISHING AND PLACING TOPSOIL (4")	223,876	SY	$ 5.00	$ 1,119,380.00	$ 1.84	$ 411,931.84	$ 0.20	$ 44,775.20	$ 1.50	$ 335,814.00	$ 1.60	$ 358,201.60	$ 3.60	$ 805,953.60
8	164 WC11	SEEDING FOR EROSION CONTROL (TY II)	335,818	SY	$ 1.40	$ 470,145.20	$ 0.26	$ 87,312.68	$ 0.24	$ 80,596.32	$ 0.25	$ 83,954.50	$ 0.25	$ 83,954.50	$ 0.25	$ 83,954.50
9	164 WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	111,942	SY	$ 1.40	$ 156,718.80	$ 0.23	$ 25,746.66	$ 0.21	$ 23,507.82	$ 0.25	$ 27,985.50	$ 0.22	$ 24,627.24	$ 0.25	$ 27,985.50
10	166 6002	FERTILIZER	14.00	TON	$ 1,300.00	$ 18,200.00	$ 2,210.00	$ 30,940.00	$ 2,050.00	$ 28,700.00	$ 2,150.00	$ 30,100.00	$ 2,100.00	$ 29,400.00	$ 2,500.00	$ 35,000.00
11	168 WC01	VEGETATIVE WATERING	6,715	MG	$ 26.50	$ 177,947.50	$ 36.90	$ 247,783.50	$ 36.50	$ 245,097.50	$ 20.00	$ 134,300.00	$ 0.01	$ 67.15	$ 25.00	$ 167,875.00
12	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	11,978	SY	$ 2.30	$ 27,549.40	$ 1.30	$ 15,571.40	$ 1.20	$ 14,373.60	$ 1.25	$ 14,972.50	$ 1.80	$ 21,560.40	$ 1.50	$ 17,967.00
13	169 6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	3,462	SY	$ 3.50	$ 12,117.00	$ 5.95	$ 20,598.90	$ 5.50	$ 19,041.00	$ 5.75	$ 19,906.50	$ 8.00	$ 27,696.00	$ 6.00	$ 20,772.00
14	247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	25,889	CY	$ 55.00	$ 1,423,895.00	$ 42.00	$ 1,087,338.00	$ 55.00	$ 1,423,895.00	$ 49.00	$ 1,268,561.00	$ 55.00	$ 1,423,895.00	$ 55.00	$ 1,423,895.00
15	260 6002	LIME (HYDRATED LIME (SLURRY))	1,031	TON	$ 220.00	$ 226,820.00	$ 340.00	$ 350,540.00	$ 295.00	$ 304,145.00	$ 325.00	$ 335,075.00	$ 300.00	$ 309,300.00	$ 385.00	$ 396,935.00
16	260 6027	LIME TRT (EXST MATL)(8")	57,303	SY	$ 4.50	$ 257,863.50	$ 6.05	$ 346,683.15	$ 3.50	$ 200,560.50	$ 3.90	$ 223,481.70	$ 5.45	$ 312,301.35	$ 9.50	$ 544,378.50
17	310 6001	PRIME COAT (MULTI OPTION)	12,396	GAL	$ 5.00	$ 61,980.00	$ 3.90	$ 48,344.40	$ 3.65	$ 45,245.40	$ 3.75	$ 46,485.00	$ 3.70	$ 45,865.20	$ 4.00	$ 49,584.00
18	316 6193	AGGR(TY-D GR-5 SAC-B)	379	CY	$ 200.00	$ 75,800.00	$ 175.00	$ 66,325.00	$ 165.00	$ 62,535.00	$ 175.00	$ 66,325.00	$ 170.00	$ 64,430.00	$ 183.00	$ 69,357.00
19	316 6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	18,209	GAL	$ 6.60	$ 120,179.40	$ 4.00	$ 72,836.00	$ 3.75	$ 68,283.75	$ 4.00	$ 72,836.00	$ 3.95	$ 71,925.55	$ 4.00	$ 72,836.00
20	351 6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	2,118	SY	$ 60.00	$ 127,080.00	$ 54.20	$ 114,795.60	$ 57.42	$ 121,615.56	$ 54.00	$ 114,372.00	$ 60.00	$ 127,080.00	$ 55.00	$ 116,490.00
21	354 6021	PLANE ASPH CONC PAV(0" TO 2")	4,813	SY	$ 7.00	$ 33,691.00	$ 5.60	$ 26,952.80	$ 4.39	$ 21,129.07	$ 6.00	$ 28,878.00	$ 5.50	$ 26,471.50	$ 6.00	$ 28,878.00
22	400 6005	CEM STABIL BKFL	980	CY	$ 240.00	$ 235,200.00	$ 260.00	$ 254,800.00	$ 194.37	$ 190,482.60	$ 170.00	$ 166,600.00	$ 146.50	$ 143,570.00	$ 235.00	$ 230,300.00
23	401 6001	FLOWABLE BACKFILL	520	CY	$ 360.00	$ 187,200.00	$ 250.00	$ 130,000.00	$ 180.34	$ 93,776.80	$ 215.00	$ 111,800.00	$ 320.00	$ 166,400.00	$ 195.00	$ 101,400.00
24	402 6001	TRENCH EXCAVATION PROTECTION	193	LF	$ 12.00	$ 2,316.00	$ 22.35	$ 4,313.55	$ 11.50	$ 2,219.50	$ 10.00	$ 1,930.00	$ 29.00	$ 5,597.00	$ 35.00	$ 6,755.00
25	416 6001	DRILL SHAFT (18 IN)	514	LF	$ 125.00	$ 64,250.00	$ 140.00	$ 71,960.00	$ 100.93	$ 51,878.02	$ 120.00	$ 61,680.00	$ 116.00	$ 59,624.00	$ 170.00	$ 87,380.00
26	416 6004	DRILL SHAFT (36 IN)	2,695	LF	$ 250.00	$ 673,750.00	$ 245.00	$ 660,275.00	$ 203.16	$ 547,516.20	$ 245.00	$ 660,275.00	$ 227.00	$ 611,765.00	$ 310.00	$ 835,450.00
27	416 6005	DRILL SHAFT (42 IN)	273	LF	$ 400.00	$ 109,200.00	$ 320.00	$ 87,360.00	$ 254.38	$ 69,445.74	$ 330.00	$ 90,090.00	$ 260.00	$ 70,980.00	$ 365.00	$ 99,645.00
28	420 6011	CL B CONC (FLUME)	15.4	CY	$ 750.00	$ 11,550.00	$ 1,080.00	$ 16,632.00	$ 1,236.11	$ 19,036.09	$ 1,200.00	$ 18,480.00	$ 1,300.00	$ 20,020.00	$ 1,400.00	$ 21,560.00
29	420 6013	CL C CONC (ABUT)	286.1	CY	$ 1,250.00	$ 357,625.00	$ 1,260.00	$ 360,486.00	$ 766.24	$ 219,221.26	$ 1,150.00	$ 329,015.00	$ 1,250.00	$ 357,625.00	$ 1,175.00	$ 336,167.50
30	420 6029	CL C CONC (CAP)	520.5	CY	$ 1,250.00	$ 650,625.00	$ 1,350.00	$ 702,675.00	$ 1,045.91	$ 544,396.16	$ 1,950.00	$ 1,014,975.00	$ 1,420.00	$ 739,110.00	$ 1,325.00	$ 689,662.50
31	420 6037	CL C CONC (COLUMN)	472.8	CY	$ 1,000.00	$ 472,800.00	$ 1,300.00	$ 614,640.00	$ 990.48	$ 468,298.94	$ 1,800.00	$ 851,040.00	$ 1,575.00	$ 744,660.00	$ 1,500.00	$ 709,200.00
32	420 6049	CL C CONC (CRASHWALL)	72.2	CY	$ 1,200.00	$ 86,640.00	$ 1,340.00	$ 96,748.00	$ 1,501.73	$ 108,424.91	$ 1,700.00	$ 122,740.00	$ 2,200.00	$ 158,840.00	$ 1,800.00	$ 129,960.00
33	420 6074	CL C CONC (MISC)	28.0	CY	$ 950.00	$ 26,600.00	$ 720.00	$ 20,160.00	$ 652.97	$ 18,283.16	$ 400.00	$ 11,200.00	$ 590.00	$ 16,520.00	$ 717.00	$ 20,076.00
34	422 6001	REINF CONC SLAB	117,911	SF	$ 26.00	$ 3,065,686.00	$ 22.50	$ 2,652,997.50	$ 26.00	$ 3,065,686.00	$ 27.00	$ 3,183,597.00	$ 29.00	$ 3,419,419.00	$ 28.00	$ 3,301,508.00
35	422 6015	APPROACH SLAB	360.3	CY	$ 770.00	$ 277,431.00	$ 880.00	$ 317,064.00	$ 587.66	$ 211,733.90	$ 725.00	$ 261,217.50	$ 512.00	$ 184,473.60	$ 818.00	$ 294,725.40
36	425 6038	PRESTR CONC GIRDER (TX46)	1,394.0	LF	$ 215.00	$ 299,710.00	$ 202.00	$ 281,588.00	$ 191.85	$ 267,438.90	$ 210.00	$ 292,740.00	$ 200.00	$ 278,800.00	$ 243.00	$ 338,742.00
37	425 6039	PRESTR CONC GIRDER (TX54)	13,074.0	LF	$ 210.00	$ 2,745,540.00	$ 193.00	$ 2,523,282.00	$ 183.41	$ 2,397,902.34	$ 205.00	$ 2,680,170.00	$ 188.00	$ 2,457,912.00	$ 218.00	$ 2,850,132.00
38	432 6001	RIPRAP (CONC)(4 IN)	783	CY	$ 745.00	$ 583,335.00	$ 760.00	$ 595,080.00	$ 536.51	$ 420,087.33	$ 635.00	$ 497,205.00	$ 640.00	$ 501,120.00	$ 831.00	$ 650,673.00
39	432 6002	RIPRAP (CONC)(5 IN)	79	CY	$ 860.00	$ 67,940.00	$ 710.00	$ 56,090.00	$ 566.23	$ 44,732.17	$ 750.00	$ 59,250.00	$ 755.00	$ 59,645.00	$ 1,000.00	$ 79,000.00
40	432 6008	RIPRAP (CONC)(CL B)(RR8&RR9)	711	CY	$ 570.00	$ 405,270.00	$ 720.00	$ 511,920.00	$ 533.87	$ 379,581.57	$ 610.00	$ 433,710.00	$ 735.00	$ 522,585.00	$ 761.00	$ 541,071.00
41	432 6031	RIPRAP (STONE PROTECTION)(12 IN)	127	CY	$ 200.00	$ 25,400.00	$ 156.00	$ 19,812.00	$ 168.05	$ 21,342.35	$ 190.00	$ 24,130.00	$ 180.00	$ 22,860.00	$ 200.00	$ 25,400.00
42	432 6035	RIPRAP (STONE PROTECTION)(24 IN)	2,733	CY	$ 150.00	$ 409,950.00	$ 162.00	$ 442,746.00	$ 132.01	$ 360,783.33	$ 190.00	$ 519,270.00	$ 180.00	$ 491,940.00	$ 205.00	$ 560,265.00
43	432 6045	RIPRAP (MOW STRIP)(4 IN)	192	CY	$ 650.00	$ 124,800.00	$ 860.00	$ 165,120.00	$ 637.96	$ 122,488.32	$ 600.00	$ 115,200.00	$ 615.00	$ 118,080.00	$ 625.00	$ 120,000.00
44	442 6007	STR STEEL (MISC NON - BRIDGE)	853.0	LB	$ 26.00	$ 22,178.00	$ 21.90	$ 18,680.70	$ 23.61	$ 20,139.33	$ 26.00	$ 22,178.00	$ 21.00	$ 17,913.00	$ 20.00	$ 17,060.00
45	450 6030	RAIL (TY C221)	855.0	LF	$ 165.00	$ 141,075.00	$ 159.00	$ 135,945.00	$ 102.65	$ 87,765.75	$ 175.00	$ 149,625.00	$ 165.00	$ 141,075.00	$ 235.00	$ 200,925.00
46	450 6034	RAIL (TY C402)	568.0	LF	$ 300.00	$ 170,400.00	$ 220.00	$ 124,960.00	$ 176.19	$ 100,075.92	$ 275.00	$ 156,200.00	$ 215.00	$ 122,120.00	$ 401.00	$ 227,768.00
47	450 6062	RAIL (TY SSTR)(MOD)	3,302.0	LF	$ 180.00	$ 594,360.00	$ 85.00	$ 280,670.00	$ 86.86	$ 286,811.72	$ 130.00	$ 429,260.00	$ 120.00	$ 396,240.00	$ 150.00	$ 495,300.00
48	450 6064	RAIL (TY SSTR) (W/DRAIN SLOTS) (MOD)	1,223.2	LF	$ 100.00	$ 122,320.00	$ 147.00	$ 179,810.40	$ 72.36	$ 88,510.75	$ 95.00	$ 116,204.00	$ 95.00	$ 116,204.00	$ 155.00	$ 189,596.00
49	454 6018	SEALED EXPANSION JOINT (4 IN) (SEJ - M)	631.00	LF	$ 160.00	$ 100,960.00	$ 224.00	$ 141,344.00	$ 180.14	$ 113,668.34	$ 200.00	$ 126,200.00	$ 210.00	$ 132,510.00	$ 237.00	$ 149,547.00
50	462 6001	CONC BOX CULV (3 FT X 2 FT)	76	LF	$ 390.00	$ 29,640.00	$ 420.00	$ 31,920.00	$ 300.47	$ 22,835.72	$ 300.00	$ 22,800.00	$ 565.00	$ 42,940.00	$ 365.00	$ 27,740.00
51	462 6014	CONC BOX CULV (7 FT X 3 FT)	344	LF	$ 350.00	$ 120,400.00	$ 730.00	$ 251,120.00	$ 579.64	$ 199,396.16	$ 670.00	$ 230,480.00	$ 850.00	$ 292,400.00	$ 735.00	$ 252,840.00
52	462 6019	CONC BOX CULV (8 FT X 4 FT)	426	LF	$ 1,200.00	$ 511,200.00	$ 870.00	$ 370,620.00	$ 673.89	$ 287,077.14	$ 815.00	$ 347,190.00	$ 918.00	$ 391,068.00	$ 885.00	$ 377,010.00
53	462 6099	CONC BOX CULV (6 FT X 2 FT)	89	LF	$ 580.00	$ 51,620.00	$ 630.00	$ 56,070.00	$ 447.69	$ 39,844.41	$ 500.00	$ 44,500.00	$ 800.00	$ 71,200.00	$ 570.00	$ 50,730.00
54	464 6005	RC PIPE (CL III)(24 IN)	441	LF	$ 124.00	$ 54,684.00	$ 93.90	$ 41,409.90	$ 105.40	$ 46,481.40	$ 85.00	$ 37,485.00	$ 130.00	$ 57,330.00	$ 95.00	$ 41,895.00
55	464 6008	RC PIPE (CL III)(36 IN)	297	LF	$ 300.00	$ 89,100.00	$ 153.00	$ 45,441.00	$ 175.70	$ 52,182.90	$ 175.00	$ 51,975.00	$ 220.00	$ 65,340.00	$ 150.00	$ 44,550.00
56	465 6129	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX3FT)	1	EA	$ 8,500.00	$ 8,500.00	$ 4,570.00	$ 4,570.00	$ 4,829.19	$ 4,829.19	$ 5,500.00	$ 5,500.00	$ 7,000.00	$ 7,000.00	$ 5,725.00	$ 5,725.00
57	465 6338	INLET (COMPL)(ARMOR CURB SLOT)	28	EA	$ 7,500.00	$ 210,000.00	$ 3,610.00	$ 101,080.00	$ 4,788.15	$ 134,068.20	$ 6,400.00	$ 179,200.00	$ 5,100.00	$ 142,800.00	$ 12,000.00	$ 336,000.00
58	466 6009	HEADWALL (CH - FW - 0) (DIA= 36 IN)	2	EA	$ 4,000.00	$ 8,000.00	$ 3,530.00	$ 7,060.00	$ 20,248.04	$ 40,496.08	$ 10,000.00	$ 20,000.00	$ 12,000.00	$ 24,000.00	$ 9,750.00	$ 19,500.00
59	466 6185	WINGWALL (PW - 2) (HW=10 FT)	1	EA	$ 37,500.00	$ 37,500.00	$ 66,000.00	$ 66,000.00	$ 43,334.53	$ 43,334.53	$ 66,000.00	$ 66,000.00	$ 83,000.00	$ 83,000.00	$ 99,000.00	$ 99,000.00
60	467 6110	SET (TY I)(S=3 FT)(HW= 3 FT)(6:1)(P)	1	EA	$ 9,500.00	$ 9,500.00	$ 4,880.00	$ 4,880.00	$ 12,312.21	$ 12,312.21	$ 12,000.00	$ 12,000.00	$ 17,000.00	$ 17,000.00	$ 13,503.00	$ 13,503.00
61	467 6215	SET (TY I)(S= 6 FT)(HW= 4 FT)(6:1) (P)	2	EA	$ 23,500.00	$ 47,000.00	$ 7,400.00	$ 14,800.00	$ 14,196.05	$ 28,392.10	$ 24,000.00	$ 48,000.00	$ 22,000.00	$ 44,000.00	$ 20,418.00	$ 40,836.00
62	467 6261	SET (TY I)(S= 7 FT)(HW= 8 FT)(4:1) (C)	1	EA	$ 41,500.00	$ 41,500.00	$ 53,000.00	$ 53,000.00	$ 29,846.28	$ 29,846.28	$ 62,000.00	$ 62,000.00	$ 48,000.00	$ 48,000.00	$ 120,000.00	$ 120,000.00
63	467 6263	SET (TY I)(S= 7 FT)(HW= 9 FT)(4:1) (C)	1	EA	$ 17,000.00	$ 17,000.00	$ 65,000.00	$ 65,000.00	$ 31,849.83	$ 31,849.83	$ 82,933.00	$ 82,933.00	$ 53,000.00	$ 53,000.00	$ 155,000.00	$ 155,000.00
64	467 6289	SET (TY I)(S= 8 FT)(HW= 9 FT)(4:1) (C)	1	EA	$ 19,000.00	$ 19,000.00	$ 88,000.00	$ 88,000.00	$ 32,607.36	$ 32,607.36	$ 105,000.00	$ 105,000.00	$ 75,000.00	$ 75,000.00	$ 235,658.00	$ 235,658.00
65	467 6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	11	EA	$ 2,000.00	$ 22,000.00	$ 2,810.00	$ 30,910.00	$ 8,662.09	$ 95,282.99	$ 4,000.00	$ 44,000.00	$ 3,300.00	$ 36,300.00	$ 2,750.00	$ 30,250.00
66	471 6007	GRATE AND FRAME (BRIDGE DRAIN)	3	EA	$ 3,860.00	$ 11,580.00	$ 4,530.00	$ 13,590.00	$ 3,308.03	$ 9,924.09	$ 2,750.00	$ 8,250.00	$ 5,500.00	$ 16,500.00	$ 7,500.00	$ 22,500.00
67	481 6013	PIPE (PVC) (SCH 40) (6 IN)	109	LF	$ 100.00	$ 10,900.00	$ 62.20	$ 6,779.80	$ 27.72	$ 3,021.48	$ 230.00	$ 25,070.00	$ 120.00	$ 13,080.00	$ 95.00	$ 10,355.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		James Construction Group, LLC		Chasco Constructors		Jordan Foster Construction, LLC		Joe Bland Constructors, L.P.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
68	500 6001	MOBILIZATION	1	LS	$ 3,225,240.45	$ 3,225,240.45	$ 2,500,000.00	$ 2,500,000.00	$ 3,190,193.24	$ 3,190,193.24	$ 2,433,000.00	$ 2,433,000.00	$ 3,172,518.91	$ 3,172,518.91	$ 1,000,000.00	$ 1,000,000.00
69	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	32	MO	$ 1,750.00	$ 56,000.00	$ 3,720.00	$ 119,040.00	$ 4,205.02	$ 134,560.64	$ 3,000.00	$ 96,000.00	$ 8,000.00	$ 256,000.00	$ 8,200.00	$ 262,400.00
70	506 6001	ROCK FILTER DAMS (INSTALL) (TY 1)	545	LF	$ 40.00	$ 21,800.00	$ 30.05	$ 16,377.25	$ 34.83	$ 18,982.35	$ 40.00	$ 21,800.00	$ 29.00	$ 15,805.00	$ 40.00	$ 21,800.00
71	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	200	LF	$ 40.00	$ 8,000.00	$ 33.30	$ 6,660.00	$ 37.60	$ 7,520.00	$ 45.00	$ 9,000.00	$ 32.00	$ 6,400.00	$ 42.00	$ 8,400.00
72	506 6003	ROCK FILTER DAMS (INSTALL) (TY 3)	360	LF	$ 90.00	$ 32,400.00	$ 51.50	$ 18,540.00	$ 58.74	$ 21,146.40	$ 65.00	$ 23,400.00	$ 51.00	$ 18,360.00	$ 65.00	$ 23,400.00
73	506 6011	ROCK FILTER DAMS (REMOVE)	1,105	LF	$ 15.00	$ 16,575.00	$ 10.75	$ 11,878.75	$ 18.84	$ 20,818.20	$ 19.00	$ 20,995.00	$ 10.00	$ 11,050.00	$ 20.00	$ 22,100.00
74	506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	835	SY	$ 34.00	$ 28,390.00	$ 6.45	$ 5,385.75	$ 36.85	$ 30,769.75	$ 39.00	$ 32,565.00	$ 10.00	$ 8,350.00	$ 40.00	$ 33,400.00
75	506 6024	CONSTRUCTION EXITS (REMOVE)	835	SY	$ 13.00	$ 10,855.00	$ 4.30	$ 3,590.50	$ 18.00	$ 15,030.00	$ 18.00	$ 15,030.00	$ 4.00	$ 3,340.00	$ 20.00	$ 16,700.00
76	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	19,993	LF	$ 4.50	$ 89,968.50	$ 2.80	$ 55,980.40	$ 4.00	$ 79,972.00	$ 5.00	$ 99,965.00	$ 3.00	$ 59,979.00	$ 5.00	$ 99,965.00
77	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	19,993	LF	$ 1.35	$ 26,990.55	$ 1.05	$ 20,992.65	$ 0.25	$ 4,998.25	$ 0.50	$ 9,996.50	$ 1.05	$ 20,992.65	$ 1.00	$ 19,993.00
78	506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	476	LF	$ 6.00	$ 2,856.00	$ 6.45	$ 3,070.20	$ 4.00	$ 1,904.00	$ 5.00	$ 2,380.00	$ 6.40	$ 3,046.40	$ 5.00	$ 2,380.00
79	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	476	LF	$ 2.00	$ 952.00	$ 1.05	$ 499.80	$ 0.50	$ 238.00	$ 0.60	$ 285.60	$ 1.05	$ 499.80	$ 1.00	$ 476.00
80	512 6104	PCTB FUR&INSTL(F-SHAPE OR SNGL SLP)TY1	3,720	LF	$ 30.00	$ 111,600.00	$ 50.80	$ 188,976.00	$ 42.63	$ 158,583.60	$ 35.00	$ 130,200.00	$ 36.00	$ 133,920.00	$ 32.00	$ 119,040.00
81	512 6106	PORT CTB REMOVE(F-SHAPE OR SNGL SLP)TY1	3,720	LF	$ 15.00	$ 55,800.00	$ 21.35	$ 79,422.00	$ 4.37	$ 16,256.40	$ 25.00	$ 93,000.00	$ 8.35	$ 31,062.00	$ 9.00	$ 33,480.00
82	529 6008	CONC CURB & GUTTER (TY II)	18,187	LF	$ 23.00	$ 418,301.00	$ 27.00	$ 491,049.00	$ 24.97	$ 454,129.39	$ 25.00	$ 454,675.00	$ 22.75	$ 413,754.25	$ 22.00	$ 400,114.00
83	540 6002	MTL W-BEAM GD FEN (STEEL POST)	2,325	LF	$ 55.00	$ 127,875.00	$ 37.55	$ 87,303.75	$ 29.17	$ 67,820.25	$ 37.00	$ 86,025.00	$ 37.00	$ 86,025.00	$ 32.00	$ 74,400.00
84	540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	12	EA	$ 2,200.00	$ 26,400.00	$ 3,190.00	$ 38,280.00	$ 2,654.89	$ 31,858.68	$ 3,100.00	$ 37,200.00	$ 2,700.00	$ 32,400.00	$ 3,500.00	$ 42,000.00
85	540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	2	EA	$ 1,500.00	$ 3,000.00	$ 1,830.00	$ 3,660.00	$ 1,397.76	$ 2,795.52	$ 1,800.00	$ 3,600.00	$ 2,100.00	$ 4,200.00	$ 1,550.00	$ 3,100.00
86	542 6001	REMOVE METAL BEAM GUARD FENCE	409	LF	$ 3.25	$ 1,329.25	$ 3.55	$ 1,451.95	$ 5.00	$ 2,045.00	$ 3.50	$ 1,431.50	$ 3.50	$ 1,431.50	$ 4.00	$ 1,636.00
87	542 6003	REMOVE DOWNSTREAM ANCHOR TERMINAL	2	EA	$ 200.00	$ 400.00	$ 260.00	$ 520.00	$ 201.78	$ 403.56	$ 275.00	$ 550.00	$ 265.00	$ 530.00	$ 225.00	$ 450.00
88	544 6001	GUARDRAIL END TREATMENT (INSTALL)	15	EA	$ 3,200.00	$ 48,000.00	$ 4,030.00	$ 60,450.00	$ 3,412.46	$ 51,186.90	$ 4,000.00	$ 60,000.00	$ 3,925.00	$ 58,875.00	$ 3,850.00	$ 57,750.00
89	544 6003	GUARDRAIL END TREATMENT (REMOVE)	2	EA	$ 300.00	$ 600.00	$ 330.00	$ 660.00	$ 404.37	$ 808.74	$ 320.00	$ 640.00	$ 325.00	$ 650.00	$ 340.00	$ 680.00
90	545 6005	CRASH CUSH ATTEN (REMOVE)	7	EA	$ 1,200.00	$ 8,400.00	$ 700.00	$ 4,900.00	$ 908.54	$ 6,359.78	$ 680.00	$ 4,760.00	$ 690.00	$ 4,830.00	$ 725.00	$ 5,075.00
91	545 6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	11	EA	$ 10,000.00	$ 110,000.00	$ 7,900.00	$ 86,900.00	$ 10,437.14	$ 114,808.54	$ 10,000.00	$ 110,000.00	$ 7,800.00	$ 85,800.00	$ 8,150.00	$ 89,650.00
92	550 6001	CHAIN LINK FENCE (INSTALL) (6')	11	LF	$ 30.00	$ 330.00	$ 700.00	$ 7,700.00	$ 877.27	$ 9,649.97	$ 360.00	$ 3,960.00	$ 375.00	$ 4,125.00	$ 155.00	$ 1,705.00
93	610 6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	2	EA	$ 1,200.00	$ 2,400.00	$ 2,840.00	$ 5,680.00	$ 2,850.00	$ 5,700.00	$ 2,800.00	$ 5,600.00	$ 3,000.00	$ 6,000.00	$ 8,400.00	$ 16,800.00
94	618 6023	CONDT (PVC) (SCH 40) (2")	1,325	LF	$ 30.00	$ 39,750.00	$ 9.45	$ 12,521.25	$ 28.00	$ 37,100.00	$ 9.50	$ 12,587.50	$ 29.00	$ 38,425.00	$ 28.00	$ 37,100.00
95	618 6029	CONDT (PVC) (SCH 40) (3")	370	LF	$ 20.00	$ 7,400.00	$ 12.65	$ 4,680.50	$ 29.00	$ 10,730.00	$ 12.50	$ 4,625.00	$ 30.00	$ 11,100.00	$ 38.00	$ 14,060.00
96	618 6062	CONDT (RM) (3/4")	320	LF	$ 20.00	$ 6,400.00	$ 54.70	$ 17,504.00	$ 30.00	$ 9,600.00	$ 55.00	$ 17,600.00	$ 32.00	$ 10,240.00	$ 162.00	$ 51,840.00
97	618 6070	CONDT (RM) (2")	10	LF	$ 45.00	$ 450.00	$ 116.00	$ 1,160.00	$ 12.00	$ 120.00	$ 115.00	$ 1,150.00	$ 20.00	$ 200.00	$ 342.00	$ 3,420.00
98	620 6005	ELEC CONDR (NO.10) BARE	1,470	LF	$ 1.40	$ 2,058.00	$ 2.10	$ 3,087.00	$ 2.50	$ 3,675.00	$ 2.25	$ 3,307.50	$ 2.65	$ 3,895.50	$ 6.25	$ 9,187.50
99	620 6006	ELEC CONDR (NO.10) INSULATED	2,940	LF	$ 2.00	$ 5,880.00	$ 3.15	$ 9,261.00	$ 2.50	$ 7,350.00	$ 3.25	$ 9,555.00	$ 2.65	$ 7,791.00	$ 9.50	$ 27,930.00
100	624 6002	GROUND BOX TY A (122311)W/APRON	2	EA	$ 1,300.00	$ 2,600.00	$ 1,890.00	$ 3,780.00	$ 2,200.00	$ 4,400.00	$ 1,900.00	$ 3,800.00	$ 2,300.00	$ 4,600.00	$ 5,588.00	$ 11,176.00
101	624 6010	GROUND BOX TY D (162922)W/APRON	2	EA	$ 2,000.00	$ 4,000.00	$ 2,420.00	$ 4,840.00	$ 2,900.00	$ 5,800.00	$ 2,400.00	$ 4,800.00	$ 3,100.00	$ 6,200.00	$ 7,139.25	$ 14,278.50
102	628 6054	ELC SRV TY A 240/480 060(SS)SS(E)SP(O)	1	EA	$ 6,600.00	$ 6,600.00	$ 6,500.00	$ 6,500.00	$ 13,800.00	$ 13,800.00	$ 6,500.00	$ 6,500.00	$ 14,500.00	$ 14,500.00	$ 19,247.00	$ 19,247.00
103	644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	2	EA	$ 980.00	$ 1,960.00	$ 1,260.00	$ 2,520.00	$ 916.00	$ 1,832.00	$ 1,225.00	$ 2,450.00	$ 1,200.00	$ 2,400.00	$ 1,167.00	$ 2,334.00
104	644 6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	1	EA	$ 1,000.00	$ 1,000.00	$ 1,130.00	$ 1,130.00	$ 1,053.00	$ 1,053.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,389.00	$ 1,389.00
105	644 6028	IN SM RD SN SUP&AM TYS80(1)SA(P-BM)	3	EA	$ 1,060.00	$ 3,180.00	$ 1,410.00	$ 4,230.00	$ 985.00	$ 2,955.00	$ 1,370.00	$ 4,110.00	$ 1,300.00	$ 3,900.00	$ 1,389.00	$ 4,167.00
106	644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	51	EA	$ 650.00	$ 33,150.00	$ 560.00	$ 28,560.00	$ 610.00	$ 31,110.00	$ 550.00	$ 28,050.00	$ 550.00	$ 28,050.00	$ 972.00	$ 49,572.00
107	644 6065	IN BRIDGE MNT CLEARANCE SGN ASSM(TY S)	2	EA	$ 2,000.00	$ 4,000.00	$ 2,900.00	$ 5,800.00	$ 3,200.00	$ 6,400.00	$ 8,500.00	$ 17,000.00	$ 3,000.00	$ 6,000.00	$ 3,650.00	$ 7,300.00
108	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	3	EA	$ 630.00	$ 1,890.00	$ 600.00	$ 1,800.00	$ 679.00	$ 2,037.00	$ 585.00	$ 1,755.00	$ 585.00	$ 1,755.00	$ 695.00	$ 2,085.00
109	644 6076	REMOVE SM RD SN SUP&AM	3	EA	$ 130.00	$ 390.00	$ 77.30	$ 231.90	$ 156.50	$ 469.50	$ 200.00	$ 600.00	$ 76.00	$ 228.00	$ 112.00	$ 336.00
110	647 6003	REMOVE LRSA	1	EA	$ 1,200.00	$ 1,200.00	$ 1,050.00	$ 1,050.00	$ 970.00	$ 970.00	$ 1,100.00	$ 1,100.00	$ 1,050.00	$ 1,050.00	$ 1,250.00	$ 1,250.00
111	658 6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	57	EA	$ 28.00	$ 1,596.00	$ 16.20	$ 923.40	$ 16.12	$ 918.84	$ 16.00	$ 912.00	$ 16.00	$ 912.00	$ 18.00	$ 1,026.00
112	658 6016	INSTL DEL ASSM (D-SW)SZ (BRF)GF1 (BI)	69	EA	$ 65.00	$ 4,485.00	$ 38.85	$ 2,680.65	$ 16.12	$ 1,112.28	$ 40.00	$ 2,760.00	$ 38.00	$ 2,622.00	$ 20.00	$ 1,380.00
113	658 6047	INSTL OM ASSM (OM-2Y)(WC)GND	11	EA	$ 90.00	$ 990.00	$ 135.00	$ 1,485.00	$ 53.94	$ 593.34	$ 185.00	$ 2,035.00	$ 58.00	$ 638.00	$ 60.00	$ 660.00
114	662 6110	WK ZN PAV MRK SHT TERM (TAB)TY Y	684	EA	$ 1.35	$ 923.40	$ 2.45	$ 1,675.80	$ 2.00	$ 1,368.00	$ 1.60	$ 1,094.40	$ 1.90	$ 1,299.60	$ 2.00	$ 1,368.00
115	666 6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	540	LF	$ 2.00	$ 1,080.00	$ 1.80	$ 972.00	$ 0.50	$ 270.00	$ 0.55	$ 297.00	$ 0.50	$ 270.00	$ 0.56	$ 302.40
116	666 6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	1,085	LF	$ 1.35	$ 1,464.75	$ 1.80	$ 1,953.00	$ 0.70	$ 759.50	$ 0.75	$ 813.75	$ 0.80	$ 868.00	$ 0.78	$ 846.30
117	666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	163	LF	$ 9.00	$ 1,467.00	$ 9.50	$ 1,548.50	$ 13.50	$ 2,200.50	$ 14.00	$ 2,282.00	$ 14.00	$ 2,282.00	$ 15.00	$ 2,445.00
118	666 6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	10	EA	$ 175.00	$ 1,750.00	$ 200.00	$ 2,000.00	$ 225.00	$ 2,250.00	$ 235.00	$ 2,350.00	$ 245.00	$ 2,450.00	$ 250.00	$ 2,500.00
119	666 6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	10	EA	$ 185.00	$ 1,850.00	$ 210.00	$ 2,100.00	$ 245.00	$ 2,450.00	$ 255.00	$ 2,550.00	$ 255.00	$ 2,550.00	$ 272.00	$ 2,720.00
120	666 6146	REFL PAV MRK TY I (Y)24"(SLD)(090MIL)	600	LF	$ 8.00	$ 4,800.00	$ 9.50	$ 5,700.00	$ 10.00	$ 6,000.00	$ 10.50	$ 6,300.00	$ 11.00	$ 6,600.00	$ 12.00	$ 7,200.00
121	666 6155	REFL PAV MRK TY I(Y)(MED NOSE)(090MIL)	2	EA	$ 400.00	$ 800.00	$ 600.00	$ 1,200.00	$ 400.00	$ 800.00	$ 420.00	$ 840.00	$ 420.00	$ 840.00	$ 445.00	$ 890.00
122	666 6174	REFL PAV MRK TY II (W) 6" (SLD)	39,280	LF	$ 0.43	$ 16,890.40	$ 0.45	$ 17,676.00	$ 0.27	$ 10,605.60	$ 0.30	$ 11,784.00	$ 0.30	$ 11,784.00	$ 0.30	$ 11,784.00
123	666 6176	REFL PAV MRK TY II (W) 8" (DOT)	540	LF	$ 1.00	$ 540.00	$ 0.60	$ 324.00	$ 0.27	$ 145.80	$ 0.30	$ 162.00	$ 0.30	$ 162.00	$ 0.30	$ 162.00
124	666 6178	REFL PAV MRK TY II (W) 8" (SLD)	1,085	LF	$ 0.70	$ 759.50	$ 0.60	$ 651.00	$ 0.33	$ 358.05	$ 0.35	$ 379.75	$ 0.35	$ 379.75	$ 0.40	$ 434.00
125	666 6182	REFL PAV MRK TY II (W) 24" (SLD)	163	LF	$ 7.50	$ 1,222.50	$ 5.30	$ 863.90	$ 1.65	$ 268.95	$ 1.75	$ 285.25	$ 1.70	$ 277.10	$ 2.00	$ 326.00
126	666 6184	REFL PAV MRK TY II (W) (ARROW)	10	EA	$ 60.00	$ 600.00	$ 120.00	$ 1,200.00	$ 30.00	$ 300.00	$ 31.50	$ 315.00	$ 37.00	$ 370.00	$ 34.00	$ 340.00
127	666 6192	REFL PAV MRK TY II (W) (WORD)	10	EA	$ 62.00	$ 620.00	$ 135.00	$ 1,350.00	$ 35.00	$ 350.00	$ 36.00	$ 360.00	$ 32.00	$ 320.00	$ 39.00	$ 390.00
128	666 6208	REFL PAV MRK TY II (Y) 6" (BRK)	3,112	LF	$ 0.44	$ 1,369.28	$ 0.45	$ 1,400.40	$ 0.27	$ 840.24	$ 0.30	$ 933.60	$ 0.30	$ 933.60	$ 0.30	$ 933.60
129	666 6210	REFL PAV MRK TY II (Y) 6" (SLD)	29,428	LF	$ 0.42	$ 12,359.76	$ 0.45	$ 13,242.60	$ 0.27	$ 7,945.56	$ 0.30	$ 8,828.40	$ 0.30	$ 8,828.40	$ 0.30	$ 8,828.40
130	666 6214	REFL PAV MRK TY II (Y) 24" (SLD)	600	LF	$ 4.00	$ 2,400.00	$ 5.30	$ 3,180.00	$ 1.65	$ 990.00	$ 1.75	$ 1,050.00	$ 1.70	$ 1,020.00	$ 2.00	$ 1,200.00
131	666 6217	REFL PAV MRK TY II (Y) (MED NOSE)	2	EA	$ 330.00	$ 660.00	$ 420.00	$ 840.00	$ 50.00	$ 100.00	$ 55.00	$ 110.00	$ 58.00	$ 116.00	$ 56.00	$ 112.00
132	666 6285	REF PROF PAV MRK TY I(W)6"(SLD)(090MIL)	39,280	LF	$ 1.38	$ 54,206.40	$ 1.35	$ 53,028.00	$ 1.00	$ 39,280.00	$ 1.10	$ 43,208.00	$ 1.10	$ 43,208.00	$ 2.00	$ 78,560.00
133	666 6289	REF PROF PAV MRK TY I(Y)6"(SLD)(090MIL)	17,413	LF	$ 1.20	$ 20,895.60	$ 1.35	$ 23,507.55	$ 1.20	$ 20,895.60	$ 1.25	$ 21,766.25	$ 1.45	$ 25,248.85	$ 1.50	$ 26,119.50
134	666 6317	RE PM W/RET REQ TY I (Y)6"(BRK)(090MIL)	3,112	LF	$ 1.04	$ 3,236.48	$ 0.95	$ 2,956.40	$ 0.60	$ 1,867.20	$ 0.65	$ 2,022.80	$ 0.65	$ 2,022.80	$ 0.75	$ 2,334.00
135	666 6320	RE PM W/RET REQ TY I (Y)6"(SLD)(090MIL)	12,015	LF	$ 0.94	$ 11,294.10	$ 0.95	$ 11,414.25	$ 0.60	$ 7,209.00	$ 0.65	$ 7,809.75	$ 0.65	$ 7,809.75	$ 0.67	$ 8,050.05

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		James Construction Group, LLC		Chasco Constructors		Jordan Foster Construction, LLC		Joe Bland Constructors, L.P.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
136	672 6007	REFL PAV MRKR TY I-C	36	EA	$ 6.50	$ 234.00	$ 6.80	$ 244.80	$ 10.00	$ 360.00	$ 10.50	$ 378.00	$ 16.00	$ 576.00	$ 12.00	$ 432.00
137	672 6009	REFL PAV MRKR TY II-A-A	1,208	EA	$ 8.00	$ 9,664.00	$ 6.80	$ 8,214.40	$ 4.00	$ 4,832.00	$ 4.25	$ 5,134.00	$ 5.30	$ 6,402.40	$ 4.50	$ 5,436.00
138	672 6010	REFL PAV MRKR TY II-C-R	50	EA	$ 6.00	$ 300.00	$ 6.80	$ 340.00	$ 4.00	$ 200.00	$ 4.25	$ 212.50	$ 5.30	$ 265.00	$ 4.50	$ 225.00
139	677 6001	ELIM EXT PAV MRK & MRKS (4")	184	LF	$ 1.40	$ 257.60	$ 3.80	$ 699.20	$ 2.00	$ 368.00	$ 2.25	$ 414.00	$ 5.30	$ 975.20	$ 2.25	$ 414.00
140	677 6007	ELIM EXT PAV MRK & MRKS (24")	91	LF	$ 7.50	$ 682.50	$ 16.20	$ 1,474.20	$ 10.00	$ 910.00	$ 10.50	$ 955.50	$ 16.00	$ 1,456.00	$ 12.00	$ 1,092.00
141	678 6008	PAV SURF PREP FOR MRK (24")	60	LF	$ 1.60	$ 96.00	$ 1.10	$ 66.00	$ 2.00	$ 120.00	$ 2.25	$ 135.00	$ 5.00	$ 300.00	$ 2.25	$ 135.00
142	684 6027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	185	LF	$ 1.60	$ 296.00	$ 3.15	$ 582.75	$ 1.70	$ 314.50	$ 3.25	$ 601.25	$ 1.85	$ 342.25	$ 9.50	$ 1,757.50
143	730 6107	FULL - WIDTH MOWING	6	CYC	$ 10,200.00	$ 61,200.00	$ 4,400.00	$ 26,400.00	$ 450.00	$ 2,700.00	$ 3,500.00	$ 21,000.00	$ 1,850.00	$ 11,100.00	$ 5,250.00	$ 31,500.00
144	3076 6001	D-GR HMA TY-B PG64-22	14,045	TON	$ 125.00	$ 1,755,625.00	$ 94.60	$ 1,328,657.00	$ 89.00	$ 1,250,005.00	$ 94.00	$ 1,320,230.00	$ 94.00	$ 1,320,230.00	$ 98.00	$ 1,376,410.00
145	3076 6048	D-GR HMA TY-D PG76-22	479	TON	$ 145.00	$ 69,455.00	$ 149.00	$ 71,371.00	$ 140.00	$ 67,060.00	$ 151.00	$ 72,329.00	$ 148.00	$ 70,892.00	$ 154.00	$ 73,766.00
146	3076 6050	D-GR HMA TY-D SAC-B PG76-22	13,265	TON	$ 145.00	$ 1,923,425.00	$ 122.00	$ 1,618,330.00	$ 115.00	$ 1,525,475.00	$ 120.00	$ 1,591,800.00	$ 122.00	$ 1,618,330.00	$ 126.00	$ 1,671,390.00
147	3076 6051	D-GR HMA TY-D PG76-22 (LEVEL-UP)	1,500	TON	$ 190.00	$ 285,000.00	$ 133.00	$ 199,500.00	$ 125.00	$ 187,500.00	$ 131.00	$ 196,500.00	$ 132.00	$ 198,000.00	$ 138.00	$ 207,000.00
148	3081 6008	TOM-C PG76-22 SAC-B	827	TON	$ 185.00	$ 152,995.00	$ 180.00	$ 148,860.00	$ 169.00	$ 139,763.00	$ 177.00	$ 146,379.00	$ 180.00	$ 148,860.00	$ 186.00	$ 153,822.00
149	3084 6001	BONDING COURSE	1,317	GAL	$ 4.80	$ 6,321.60	$ 4.10	$ 5,399.70	$ 3.85	$ 5,070.45	$ 4.00	$ 5,268.00	$ 4.10	$ 5,399.70	$ 5.00	$ 6,585.00
150	6001 6001	PORTABLE CHANGEABLE MESSAGE SIGN	234	DAY	$ 110.00	$ 25,740.00	$ 186.00	$ 43,524.00	$ 12.09	$ 2,829.06	$ 220.00	$ 51,480.00	$ 132.00	$ 30,888.00	$ 40.00	$ 9,360.00
151	6185 6002	TMA (STATIONARY)	30	DAY	$ 250.00	$ 7,500.00	$ 390.00	$ 11,700.00	$ 707.78	$ 21,233.40	$ 425.00	$ 12,750.00	$ 543.00	$ 16,290.00	$ 40.00	$ 1,200.00
152	6185 6005	TMA (MOBILE OPERATION)	12	DAY	$ 290.00	$ 3,480.00	$ 960.00	$ 11,520.00	$ 106.19	$ 1,274.28	$ 525.00	$ 6,300.00	$ 932.00	$ 11,184.00	$ 150.00	$ 1,800.00
153	J107-01	16" C-905, DR-18 PVC Pipe; w/ Tracer Wire; Installed	7	LF	$ 200.00	$ 1,400.00	$ 730.00	$ 5,110.00	$ 184.00	$ 1,288.00	$ 315.00	$ 2,205.00	$ 455.00	$ 3,185.00	$ 360.00	$ 2,520.00
154	J107-02	12" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	212	LF	$ 195.00	$ 41,340.00	$ 174.00	$ 36,888.00	$ 147.00	$ 31,164.00	$ 135.00	$ 28,620.00	$ 175.00	$ 37,100.00	$ 115.00	$ 24,380.00
155	J107-03	6" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	42	LF	$ 90.00	$ 3,780.00	$ 137.00	$ 5,754.00	$ 122.00	$ 5,124.00	$ 130.00	$ 5,460.00	$ 200.00	$ 8,400.00	$ 70.00	$ 2,940.00
156	J107-04	4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	1,237	LF	$ 68.00	$ 84,116.00	$ 45.90	$ 56,778.30	$ 71.00	$ 87,827.00	$ 50.00	$ 61,850.00	$ 85.00	$ 105,145.00	$ 40.00	$ 49,480.00
157	J107-05	24" Steel Enc. Pipe, Open Cut with 16" C-905, DR-18 RJ Carrier Pipe; Installed	545	LF	$ 500.00	$ 272,500.00	$ 380.00	$ 207,100.00	$ 614.00	$ 334,630.00	$ 500.00	$ 272,500.00	$ 600.00	$ 327,000.00	$ 348.00	$ 189,660.00
158	J107-06	20" Steel Enc. Pipe, Open Cut with 12" C-905, DR-18 RJ Carrier Pipe; Installed	160	LF	$ 330.00	$ 52,800.00	$ 310.00	$ 49,600.00	$ 420.00	$ 67,200.00	$ 375.00	$ 60,000.00	$ 465.00	$ 74,400.00	$ 255.00	$ 40,800.00
159	J107-07	8" Steel Enc. Pipe, Open Cut with 4" C-905, DR-18 RJ Carrier Pipe; Installed	545	LF	$ 195.00	$ 106,275.00	$ 153.00	$ 83,385.00	$ 150.00	$ 81,750.00	$ 150.00	$ 81,750.00	$ 175.00	$ 95,375.00	$ 110.00	$ 59,950.00
160	J107-08	16" Gate Valve, Box, and Marker; Installed	2	EA	$ 9,500.00	$ 19,000.00	$ 15,700.00	$ 31,400.00	$ 15,276.00	$ 30,552.00	$ 12,500.00	$ 25,000.00	$ 15,000.00	$ 30,000.00	$ 13,500.00	$ 27,000.00
161	J107-09	12" Gate Valve, Box, and Marker; Installed	2	EA	$ 3,250.00	$ 6,500.00	$ 6,100.00	$ 12,200.00	$ 7,252.00	$ 14,504.00	$ 5,000.00	$ 10,000.00	$ 5,500.00	$ 11,000.00	$ 5,000.00	$ 10,000.00
162	J107-10	6" Gate Valve, Box, and Marker; Installed	3	EA	$ 1,500.00	$ 4,500.00	$ 2,930.00	$ 8,790.00	$ 4,148.00	$ 12,444.00	$ 2,300.00	$ 6,900.00	$ 3,200.00	$ 9,600.00	$ 2,500.00	$ 7,500.00
163	J107-11	4" Gate Valve, Box, and Marker; Installed	4	EA	$ 1,400.00	$ 5,600.00	$ 2,620.00	$ 10,480.00	$ 3,340.00	$ 13,360.00	$ 2,000.00	$ 8,000.00	$ 2,600.00	$ 10,400.00	$ 2,000.00	$ 8,000.00
164	J107-12	Air/Vacuum Relief Valve and Marker; Installed	1	EA	$ 10,000.00	$ 10,000.00	$ 6,700.00	$ 6,700.00	$ 10,000.00	$ 10,000.00	$ 6,200.00	$ 6,200.00	$ 8,000.00	$ 8,000.00	$ 5,500.00	$ 5,500.00
165	J107-13	Connect New 6" to Existing 6"; Installed	1	EA	$ 2,500.00	$ 2,500.00	$ 6,700.00	$ 6,700.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 1,900.00	$ 1,900.00	$ 1,500.00	$ 1,500.00
166	J107-14	Connect New 6" to Existing 5"; Installed	2	EA	$ 2,500.00	$ 5,000.00	$ 6,600.00	$ 13,200.00	$ 2,874.00	$ 5,748.00	$ 3,000.00	$ 6,000.00	$ 2,100.00	$ 4,200.00	$ 1,500.00	$ 3,000.00
167	J107-15	Connect Existing 4" to New 1.5"; Installed	2	EA	$ 1,500.00	$ 3,000.00	$ 6,500.00	$ 13,000.00	$ 2,951.00	$ 5,902.00	$ 3,000.00	$ 6,000.00	$ 1,900.00	$ 3,800.00	$ 1,500.00	$ 3,000.00
168	J107-16	16" Capped Stub Out; Installed	2	EA	$ 2,000.00	$ 4,000.00	$ 1,330.00	$ 2,660.00	$ 3,529.00	$ 7,058.00	$ 1,500.00	$ 3,000.00	$ 5,000.00	$ 10,000.00	$ 1,250.00	$ 2,500.00
169	J107-17	12" Capped Stub Out; Installed	2	EA	$ 1,750.00	$ 3,500.00	$ 640.00	$ 1,280.00	$ 3,026.00	$ 6,052.00	$ 500.00	$ 1,000.00	$ 4,500.00	$ 9,000.00	$ 1,000.00	$ 2,000.00
170	J107-18	Cap Existing 5" Waterline; Installed	2	EA	$ 500.00	$ 1,000.00	$ 640.00	$ 1,280.00	$ 804.00	$ 1,608.00	$ 600.00	$ 1,200.00	$ 3,500.00	$ 7,000.00	$ 1,000.00	$ 2,000.00
171	J107-19	Cap Existing 1.5" Waterline; Installed	2	EA	$ 500.00	$ 1,000.00	$ 640.00	$ 1,280.00	$ 770.00	$ 1,540.00	$ 400.00	$ 800.00	$ 3,500.00	$ 7,000.00	$ 1,000.00	$ 2,000.00
172	J107-20	Install New Flush Valve Assembly; Installed	1	EA	$ 2,500.00	$ 2,500.00	$ 3,810.00	$ 3,810.00	$ 4,846.00	$ 4,846.00	$ 4,500.00	$ 4,500.00	$ 2,400.00	$ 2,400.00	$ 6,500.00	$ 6,500.00
173	J107-21	Install New Fire Hydrants Assembly; Installed	1	EA	$ 5,500.00	$ 5,500.00	$ 11,200.00	$ 11,200.00	$ 11,124.00	$ 11,124.00	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 7,500.00	$ 7,500.00
174	J107-22	Trench Safety	2,748	LF	$ 1.00	$ 2,748.00	$ 4.70	$ 12,915.60	$ 6.00	$ 16,488.00	$ 3.00	$ 8,244.00	$ 3.50	$ 9,618.00	$ 5.00	$ 13,740.00
175	J107-23	Storm Water Pollution Prevention Plan Design and Implementation	1	LS	$ 5,000.00	$ 5,000.00	$ 1,080.00	$ 1,080.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00	$ 14,000.00	$ 14,000.00	$ 5,000.00	$ 5,000.00
176	J107-24	Traffic Control Plan Development and Implementation	1	LS	$ 5,000.00	$ 5,000.00	$ 1,630.00	$ 1,630.00	$ 8,500.00	$ 8,500.00	$ 5,000.00	$ 5,000.00	$ 16,000.00	$ 16,000.00	$ 6,500.00	$ 6,500.00
177	J107-25	Mobilization (Not to Exceed 10% of Water Line Bid)	1	LS	$ 60,000.00	$ 60,000.00	$ 5,400.00	$ 5,400.00	$ 32,000.00	$ 32,000.00	$ 70,000.00	$ 70,000.00	$ 30,000.00	$ 30,000.00	$ 45,000.00	$ 45,000.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																
178	999 WC01	FORCE ACCOUNT	50,000	DOL	1.00	$ 50,000.00	1.00	$ 50,000.00	1.00	$ 50,000.00	1.00	$ 50,000.00	1.00	$ 50,000.00	1.00	$ 50,000.00
179	3076 WC01	PROD. BONUS/PENALTY (TY B)	76,200	DOL	1.00	$ 76,200.00	1.00	$ 76,200.00	1.00	$ 76,200.00	1.00	$ 76,200.00	1.00	$ 76,200.00	1.00	$ 76,200.00
180	3076 WC02	PROD. BONUS/PENALTY (TY D)	95,700	DOL	1.00	$ 95,700.00	1.00	$ 95,700.00	1.00	$ 95,700.00	1.00	$ 95,700.00	1.00	$ 95,700.00	1.00	$ 95,700.00
181	416 WC01	CORE HOLES FOR BRIDGES	24	EA	200.00	$ 4,800.00	200.00	$ 4,800.00	200.00	$ 4,800.00	200.00	$ 4,800.00	200.00	$ 4,800.00	200.00	$ 4,800.00
182	502 WC01	FORCE ACCOUNT - LAW ENFORCEMENT PERSONNEL	50,000	DOL	1.00	$ 50,000.00	1.00	$ 50,000.00	1.00	$ 50,000.00	1.00	$ 50,000.00	1.00	$ 50,000.00	1.00	$ 50,000.00
183	585 WC01	RIDE QUALITY BONUS/PENALTY	34,400	DOL	1.00	$ 34,400.00	1.00	$ 34,400.00	1.00	$ 34,400.00	1.00	$ 34,400.00	1.00	$ 34,400.00	1.00	$ 34,400.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 36,186,203.92**		**$ 30,540,848.03**		**$ 31,901,969.00**		**$ 32,894,949.00**		**$ 34,185,076.50**		**$ 34,488,148.00**
		ACTUAL BID PROPOSAL						$30,540,848.03		$31,901,969.00		$32,894,949.00		$34,185,076.50		$34,488,148.00
		ADJUSTMENT DIFFERENCE						$0.00		($0.00)		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y
		Debarment Certification						Y		Y		Y		Y		Y

ATKINS
Member of the SNC-Lavalin Group

Atkins
11801 Domain Blvd
Suite 450 & 500
Austin, TX 78731
Tel: +1 512 327 6840/+1 800 880 5949

atkinsglobal.com
snclavalin.com

Donald A. Peterson, PE
HNTB Corporation
101 E. Settlers Blvd, Ste 225
Round Rock, TX 78664

15 August 2023

Mr. Peterson,

On August 15, 2023, contractors' bids were submitted and opened for the Corridor C/SH29 Bypass Phase 1 project. We have reviewed the bids and a summary of contractor bid amount is as follows:

No.	Company	Bid Amount
1	Capital Excavation Co.	$30,540,848.03
2	James Construction Group	$31,901,969.00
3	Chasco Constructors	$32,894,949.00
4	Jordan Foster Construction LLC	$34,185,076.50
5	Joe Bland Construction LP	$34,488,148.00

A detailed bid analysis and comparison is attached for your records. The bids range from 16% under to 5% under the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. The Capital Excavation Co. submitted the lowest bid in the amount of $30,540,848.03.

Based on the low bid amount, we recommend that The Capital Excavation Co. be awarded the contract. Let us know if you have any questions.

Yours sincerely

Christopher B. Allen
Project Director
Atkins North America, Inc.

Attachment: Bid Tabulation Analysis

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Capital Excavation Company (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **CORRIDOR C / SH29 BYPASS PHASE 1**

Article 2. Engineer of Record

The Project has been designed by **Atkins**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **973** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES Thirty Million, Five Hundred Forty-Thousand, Eight Hundred Forty-Eight Dollars and Three Cents $30,540,848.03

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 2, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

7.9 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. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

7.11 To the extent, if any, that any provision in this Agreement 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 County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____	CONTRACTOR_____
By:_____	By: _____
Bill Gravell, Jr., Williamson County Judge	Title: _____
	[CORPORATE SEAL]
Attest_____	Attest_____

Commissioners Court - Regular Session **40.**

Meeting Date: 08/22/2023

22IFB57 CR 401 Reconstruction Change Order #5 (Jonah Water Line Repair)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $0 for Project 22IFB57 CR 401 Reconstruction (James Construction Group) P: 390c Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for additional work on the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the water line. Please see the attached Change Order for additional information.

This Change Order results in no change to the Contract amount, for an adjusted Contract total of $13,504,094.78. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $830,893.84 has been added to the Contract, resulting in a 6.56% net increase to the overall Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB57 - CR 401 Reconstruction CO#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:35 AM
Form Started By: Julissa Vasquez		Started On: 08/14/2023 10:54 AM
Final Approval Date: 08/17/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 5

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **139 + 10.75** to Sta. **205 + 27.24**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***22IFB57***
Roadway:	***CR 401 Reconstruction***
CSJ Number:	***N/A***

5. Describe the work being revised:

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

6. Work to be performed in accordance with Items: **N/A**

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 8-8-23

By

Typed/Printed Name Joel Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: _____

Amount added by this change order: **$0.00**

RECOMMENDED FOR EXECUTION:

Eddie Church 8/8/2023
Project Manager Date

N/A
Design Engineer Date

Christen Eschberger 8/14/2023
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: *5* ***Project #*** *22IFB57*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC02	FORCE ACCOUNT - WATERLINE	DOL	$1.00	130,000.00	$130,000.00	(38,801.65)	91,198.35	$91,198.35	($38,801.65)
999-WC04	JONAH WATERLINE REPAIR	DOL	$1.00	0.00	$0.00	38,801.65	38,801.65	$38,801.65	$38,801.65
TOTALS					$130,000.00			$130,000.00	$0.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 401 Reconstruction
Williamson County Project No. 22IFB57

Change Order No. 5
Reason for Change

This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line. Please see the attached Change Order for additional information.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
999-WC04	JONAH WATERLINE REPAIR	38,801.65	DOL

This Change Order results in no change to the Contract amount, for an adjusted Contract total of $13,504,094.78. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $830,893.84 has been added to the Contract, resulting in a 6.56% net increase to the overall Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

James Construction Group, LLC

Force Account - July 2022

Date: 8/2/2022
CO Pricing Good For:

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Description: **FA Waterline Repairs - 2 EA**
Estimated Qty:
Estimated Change in Contract Sum: $ 2,417.69
Estimated Change In Contract Time:

Original Contract: $ 12,673,200.94 **Net CO:** $ - **Revised Contract:** $ 12,673,200.94

Narrative:

7/15/2022:
JCG was removing trees from ROW @ Anderson driveway (STA 155+00). Pulled tree over & roots tore through 1" water line tangled within. JCG had a discussion with HNTB prior to the operation regarding an existing meter box along the driveway. After HNTB's investigation JCG was told by HNTB the water line was abandoned and would not conflict with our removals. HNTB & Jonah were notified of this event.

7/21/2022:
JCG was stripping T/S in area near Culvert 3 WB and saw water coming from underground. Closer look allowed us to see existing waterline in area was broken. HNTB confirmed no waterline in this specific location was shown to be on plans or flagged during locates. JCG performed 2 separate repairs. 1st repair was an unknown partial line segment, other end still buried. After plugging the first location, we noticed water was still coming out so we dug back further and saw a break at the other end of the short splicer pipe previously repaired by 3rd party. JCG repaired the secondary location as well. HNTB and Jonah were notified of this event.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
7/15/2022 - Michael Yarbrough (General Foreman)	1		HR	$ 41.68		$ 41.68
7/15/2022 - John Rubio (Dirt Foreman)	1		HR	$ 42.50		$ 42.50
7/15/2022 - Jaime Trejo Leyva		1	HR		$ 33.00	$ 33.00
7/15/2022 - Gilberto Nava Chavez		1	HR		$ 34.50	$ 34.50
7/15/2022 - Rafael Nava Chavez		1	HR		$ 22.94	$ 22.94
7/21/2022 - Michael Yarbrough	3.5		HR	$ 41.68		$ 145.88
7/21/2022 - John Rubio	3.5		HR	$ 42.50		$ 148.75
7/21/2022 - Craig Wratchford	3.5		HR	$ 28.00		$ 98.00
7/21/2022 - Cristian Macedo	1.5	0.5	HR	$ 20.50	$ 30.75	$ 46.13
						$ -
					Subtotal	$ 613.38
					55% Burdens	$ 337.36
					15% Markup	$ 92.01
					Total Labor	**$ 1,042.74**

Equipment	QTY	UM	Rate	Extended
7/15/2022 - Michael Yarbrough - Ram 1500	1	HR	$ 31.50	$ 31.50
7/15/2022 - John Rubio - F250	1	HR	$ 32.91	$ 32.91
7/15/2022 - CAT 420F2 Backhoe	1	HR	$ 78.52	$ 78.52
				$ -
7/21/2022 - Michael Yarbrough - Ram 1500	3.5	HR	$ 31.50	$ 110.25
7/21/2022 - John Rubio - F-250	3.5	HR	$ 32.91	$ 115.19
7/21/2022 - CAT 140M3 Motorgrader	3.5	HR	$ 190.58	$ 667.03
7/21/2022 - CAT 420F2 Backhoe	2	HR	$ 78.52	$ 157.04
				$ -
			Subtotal	$ 1,192.44
			15% Markup	$ 178.87
			Total Equipment	**$ 1,371.30**

Subcontractors	QTY	UM	Price	Extended
				$ -
				$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	**$ -**

Material	QTY	UM	Price	Extended
7/21/2022 - 1-1/2IN SCH 40 PVC END CAPS/PLUGS	2.00	EA	$ 1.59	$ 3.18
				$ -
			Subtotal	$ 3.18
			15% Markup	$ 0.48
			Total Material	**$ 3.66**

TOTAL COST	**$ 2,417.69**

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: WILLIAMSON Project: 22IFB57 CSJ: N/A Highway: CR 401

Date: 07/15/22 Station: ANDERSON DRIVEWAY (ROW) to Station: 155+00

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
DODGE RAM 1500 4X4 (Mike Yarbrough)	1	31.50	31.50	Michael Yarbrough (General Foreman)	1.00		41.68		41.68
FORD F-250 (John Rubio)	1	32.91	32.91	John Rubio (Dirt Foreman)	1.00		42.50		42.50
CAT 420F2 Backhoe (Gilberto Chavez)	1	78.52	78.52	Gilberto Chavez (Operator)		1.00	33.00		33.00
				Jaime Leyva (Operator)		1.00	34.50		34.50
				Rafael Chavez (Labor)		1.00	22.94		22.94
		Total	142.93					Total	174.62

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
1" SCH 40 PVC Plug/Cap - Provided by JONAH & Installed by JCG (no reimbursement for cap)	EA	1

JAMES CONSTRUCTION GROUP

Contractor

by JEFF HALL - P.M.

Signature and Title

Inspector

Area Engineer

Foreman's Daily Time Report

P=C Primoris

Job No.	Day of Week	Date	Week Ending
10881	FRI	7-15-22	7-17-22

Job Name: Williamson CR 401

Weather:

Allocation	A	B	C	D	E
Phase	0501-0000	0598-2701	0503-4701	0581-5181-000	
Description	PREP	WATER DAMAGE	FOOTING	EMB	
Per Diem					
AWA					

Employee No.	Name	Craft/Class	Equip. #	Equip. Hrs.	Per Diem	Abs Code	No Injury	Total Hrs	A Hrs	B Hrs	C Hrs	D Hrs	E Hrs
246595	Nava Chavez, Gilberto	8/1348	LH120	4589	Y/N	C/N		8					
281380	Nava Chavez, Rafael	19/1175	RA313	12431	Y/N	C/N	RN	8	3	1	4		
233027	Rutledge, Scott	16/1606			Y/N	C/N	SR	8	7	1			
243880	Trejo Leyva, Jaime	8/1306			Y/N	C/N	JT	8				8	
202647	Wratchford, Craig	8/1390	G-482	10666	Y/N	C/N	CSW	8	7	1			
236385	Anayz, Nicolas	16/1413			Y/N	C/N						8	
					Y/N	C/N							
					Y/N	C/N							
					Y/N	C/N							
					Y/N	C/N							
Totals								40	17	3	4	16	

Quantity		Description / Location, Station, Etc.
A	Ø	REMOVE TREES
B	Ø	BROKE EXISTING WATER LINE
C	Ø	POURED CONCRETE FOR FOUNDATION FOR WING WALLS
D	Ø	REPROCESS MATERIAL ON SOUTH SIDE
E		

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

ON THE WATER BREAK HAD 4 WORKERS
1 PICK-UP AND 1 BACKHOE

1" Water line in Row @ Anderson driveway, west side of 401. Approx Sta. 155+75.
HNTB stated this line was abandoned prior to JCG pulling trees in this area.

Foreman: John Rubio — Date: 7-15-22

Project Engineer or Superintendent: JUSTIN ASHORN, PROJECT ENGINEER, JAMES CONSTRUCTION GROUP — Date: 7/18/22

Office Manager: — Date:

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: WILLIAMSON Project: 22IFB57 CSJ: N/A Highway: CR 401

Date: 07/21/22 Station: CULVERT #3 (WB) to Station: 144+00

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
DODGE RAM 1500 4X4 Mike Yarbrough	3.5	31.50	110.25	Michael Yarbrough (General Foreman)	3.50		41.68		145.88
FORD F-250 John Rubio	3.5	32.91	115.19	John Rubio (Dirt Foreman)	3.50		42.50		148.75
CAT 140M3 Motorgrader Craig Wratchford	3.5	190.58	667.03	Craig Wratchford (Operator)	3.50		28.00		98.00
CAT 420F2 Backhoe (Cristian Macedo)	2	78.52	157.04	Cristian Macedo (Operator)	1.50	0.50	20.50	30.75	46.13
		Total	1,049.51					Total	438.76

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
1-1/2" SCH 40 PVC Plugs/Caps - Purchased & Installed by JCG	EA	2

JAMES CONSTRUCTION GROUP
Contractor

Inspector

by JEFF HALL - P.M.
Signature and Title

Area Engineer

Foreman's Daily Time Report

Job No.	Day of Week	Date	Week Ending
10881	THUR	7-21-22	7-24-22

Job Name: Williamson CR 401

Weather: HOT / DRY

	A	B	C	D	E
Allocation					
Phase	0501-4100-000	0501-5100-000	0598-2701	0501-1100	
Description	Exc.	EMB	WATERLINE FORCE	STRIP T/S	
Per Diem					
AWA					

Employee No.	Name	Craft/Class	Equip. #	Equip. Hrs.	Per Diem Y/N	Abs Code C/N	No Injury	Total Hrs	A Hrs	B Hrs	C Hrs	D Hrs	E Hrs
246595	Nava Chavez, Gilberto	8/1348	0273	4544	Y/N	C/N	G-N	10	10				
281380	Nava Chavez, Rafael	19/1175	103260	12778	Y/N	C/N	RN	10		10			
233027	Rutledge, Scott	16/1606	G-1986	12844	Y/N	C/N	SR	10		10			
243880	Trejo Leyva, Jaime	8/1306	T-0693	7776	Y/N	C/N	JT	10	10				
202647	Wratchford, Craig	8/1390	482	10701	Y/N	C/N	CW	10		3.5	3.5	3	
236385	Anayz, Nicolas	16/1413			Y/N	C/N		6					
					Y/N	C/N							
					Y/N	C/N							
					Y/N	C/N							
					Y/N	C/N							
Totals								50	20	23.5	3.5	3	

	Quantity		Description / Location, Station, Etc.
A	1032	CY	EXCAVATE DITCH BY CR 402
B	1032	CY	EMBANKED BY 79 AND SOUTH 401 ACROSS FROM CHURCH
C			FORCED ACCT TO FIX WATER LINE NOT LOCATED
D	1703.69	CY	Strip T/S @ Lawrence property - STA. 140+00 to 155+00 - 1500 LF x 92 LF x 4in
E			

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

FORCE ACCT.
1 - BRADE - 3.5 HR
1 - BACKHOE - 2 HR
2 - PICK-UPS - 3.5 HR/EA
1 - OPERATOR - 3.5 HR
2 - FOREMANS - 3.5 HR/EA

Water line seen to be ruptured @ STA. 144+00 along SB 401 near existing Culvert. Plans & locates did not indicate existing line in specific area. JCG was stripping 4" Topsoil from ROW. Notified HNTB & dona, JCG performed repair in 2 locations along line. Previously broken before & previous repair personnel used sketchy plumbing to repair.

Nico on SE Loop Job

Foreman: John Rubio	Date:	Project Engineer or Superintendent:	Date:	Office Manager:	Date:
John Rubio	7-21-22	JUSTIN ASHORN PROJECT ENGINEER JAMES CONSTRUCTION GROUP	7/22/22		

Foreman's Daily Time Report

Job No.	Day of Week	Date	Week Ending
10881	THURS	7/21/22	7/24/22

Job Name: Williamson CR 401

Weather: HOT/DRY

Allocation / Phase / Description / Per Diem / AWA

	A	B	C	D	E
Phase	0503-4700	0503-4701	0503-3200	0598-2701	
Description	HW RH-FW	HW CH-PW	PVC @ Yard	FA-WATER LINE	

Employee No.	Name	Craft/Class	Equip. #	Equip. Hrs.	Per Diem Y/N	Abs Code C/N	No Injury	Total Hrs	A Hrs	B Hrs	C Hrs	D Hrs	E Hrs
234674	Reyna, Oscar	22/004			Y/N	C/N	OB	10.5	3	4	3.5		
246857	Pacheco Torres, Marco	10/1151			Y/N	C/N	MP	11.5	3.5	4.5	3.5		
245160	Palacios Olvera, Alfredo	10/1151			Y/N	C/N	A-P	11	4	3	4		
220399	Macedo, Cristian	10/1151			Y/N	C/N	CM	10.5	3	4	1.5	2	
298382	Campos, Antonio	19/1175			Y/N	C/N	AL	10.5	4	3	3.5		
					Y/N	C/N							
					Y/N	C/N							
					Y/N	C/N							
					Y/N	C/N							
					Y/N	C/N							
Totals								54	17.5	18.5	16	2	

	Quantity	Units	Description / Location, Station, Etc.
A	.1	EA	Rub & Finish, Strip Forms, Backfill @ Colv #2 - STA 190+12 SB
B	.1	EA	Rub & Finish, Strip Forms, Backfill @ Colv #2 - STA 190+12 NB
C	Ø		Replace & Secure tarp over PVC @ Yard / Unload Ferguson Truck
D	Ø		Dig outlet w/ backhoe, support waterline repair @ STA 144+00
E			Unload Ferguson Truck

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

Backhoe used 2 HRs @ STA. 144+00.

Foreman: Ruben Cardenas Date:

Ruben on vacation

Project Engineer or Superintendent: Date: 7/21/22

JUSTIN ASHORN
PROJECT ENGINEER
JAMES CONSTRUCTION GROUP

Office Manager: Date:

Certified Payroll Transcript

Period 7/11/2022 - 7/17/2022
Job:
Contract: 10881- CR 401 RECONSTRUCT & WATERLINE INST

Employee	Work Classification		Hours Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 7/17/22)		
													Total Gross	Deductions	Net Pay
CECCHINE, JUSTIN TYLER - 243114 *M/EX: H/0* *Race/Sex M/M EEO:* *Check # 0702072222*	004 FOREMAN, HOURLY	RT Hourly	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	20.000	200.00	FED W/H TAX	78.00	
									Other Taxable			0.00	FICA - EE	66.21	
									Other Non Taxable			0.00	MEDI - EE	15.48	
									Project Total			200.00	MEDI ADDL		
													Roth-TRowePri	22.30	
													Medical	40.32	
													Other	31.06	
													1,115.00	253.37	861.63
TREJO LEYVA, JAIME - 243880 *M/EX: S/0* *Race/Sex H/M EEO:* *Check # 0702072222*	1306 CRAWLER TRACTOR	RT Hourly	10.00	10.00	10.50	9.50	0.00	0.00	0.00	40.00	22.000	880.00	FED W/H TAX	119.00	
	1306 CRAWLER TRACTOR	OT Hourly	0.00	0.00	0.00	0.50	8.00	0.00	0.00	8.50	33.000	280.50	FICA - EE	62.48	
									Other Taxable			0.00	MEDI - EE	14.62	
									Other Non Taxable			0.00	MEDI ADDL		
									Project Total			1,160.50	Medical	139.21	
													Life Supplemen	0.19	
													Other	19.29	
													1,160.50	354.79	805.71

Certified Payroll Transcript

Period 7/11/2022 - 7/17/2022
Job:
Contract: 10881- CR 401 RECONSTRUCT & WATERLINE INST

Employee	Work Classification		Hours Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	Weekly Totals (Week Ending 7/17/22) Total Gross	Deductions	Net Pay
PALACIOS OLVERA, ALFREDO - 245160 *M/EX: S/0* *Race/Sex H/M EEO:* *Check # 0702072222*	1151 FORM BUILDER - STRUCTURES	RT Hourly	7.00	0.00	10.00	10.00	0.00	0.00	0.00	27.00	23.000	621.00	FED W/H TAX	177.00	
	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.00	10.00	0.00	0.00	10.00	34.500	345.00	FICA - EE	74.94	
									Other Taxable			**0.00**	MEDI - EE	17.53	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**966.00**	Medical	51.86	
													Other	9.11	
													1,265.00	**330.44**	**934.56**
NAVA CHAVEZ, GILBERTO - 246595 *M/EX: M/2* *Race/Sex H/M EEO:* *Check # 0702072222*	1348 EXCAVATOR OPERATOR >50,000 LBS	RT Hourly	10.00	10.00	10.50	9.50	0.00	0.00	0.00	40.00	23.000	920.00	FED W/H TAX	88.00	
	1348 EXCAVATOR OPERATOR >50,000 LBS	OT Hourly	0.00	0.00	0.00	0.50	8.00	0.00	0.00	8.50	34.500	293.25	FICA - EE	75.22	
									Other Taxable			**0.00**	MEDI - EE	17.59	
									Other Non Taxable			**0.00**	MEDI ADDL		
									Project Total			**1,213.25**	Other		
													1,213.25	**180.81**	**1,032.44**

Certified Payroll Transcript

Period 7/11/2022 - 7/17/2022
Job:
Contract: 10881- CR 401 RECONSTRUCT & WATERLINE INST

Employee	Work Classification		Hours Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 7/17/22)		
													Total Gross	Deductions	Net Pay
PACHECO TORRES, MARCO A - 246857 *M/EX: M/4* *Race/Sex H/M EEO:* *Check # 0702072222*	1151 FORM BUILDER - STRUCTURES	RT Hourly	8.00	0.00	11.00	7.00	0.00	0.00	0.00	26.00	17.500	455.00	FED W/H TAX	43.00	
	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	4.00	11.00	0.00	0.00	15.00	26.250	393.75	FICA - EE	62.35	
									Other Taxable			0.00	MEDI - EE	14.58	
									Other Non Taxable			0.00	MEDI ADDL		
									Project Total			848.75	Medical	78.62	
													Other	14.02	
													1,093.75	212.57	881.18
NAVA CHAVEZ, RAFAEL - 281380 *M/EX: S/0* *Race/Sex H/M EEO:* *Check # 0702072222*	1175 LABORER-UTILITY	RT Hourly	10.00	10.00	10.50	9.50	0.00	0.00	0.00	40.00	15.290	611.61	FED W/H TAX	63.00	
	1175 LABORER-UTILITY	OT Hourly	0.00	0.00	0.00	0.50	8.00	0.00	0.00	8.50	22.935	194.96	FICA - EE	50.00	
									Other Taxable			0.00	MEDI - EE	11.69	
									Other Non Taxable			0.00	MEDI ADDL		
									Project Total			806.57	Other		
													806.57	124.69	681.88
WALDING, CHRISTOPHER - 282420 *M/EX: S/0* *Race/Sex W/M EEO:* *Check # 0702072222*	1369 LOADER OPER-3CY OR <	RT Hourly	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	17.000	170.00	FED W/H TAX	80.00	
									Other Taxable			0.00	FICA - EE	58.76	
									Other Non Taxable			0.00	MEDI - EE	13.74	
									Project Total			170.00	MEDI ADDL		
													Other		
													947.75	152.50	795.25

PR Time Card Entry List

All PRGroups Payroll Date: 07/17/22 All Employees All Timecards
Cert Jobs Only? N Daily Totals? Y All Timecard Dates Earning Code Recaps By Sort ? Y

Pay Seq	Timecard Date	Emp	State	Loc	Craft/Class	Sft	PRDept/ JCDept	Ins	Crt	GL/JC/EM Company	Job/Phase	Equip	Cost Code	Equip Usage	EC	Rate	Hours	Amt
PR Group:		**2**	**2-WEEKLY-NR**															
PR End Date: 7/17/2022																		
Employee: 235527 RUBIO, JOHN R																		
1	07/11/22	235527	TX/TX		3 /S015	1	1300/1300	TX5203	N	7/7/7	10881-/0507- 2100- 000				4	42.5000	8.00	340.00
1	07/11/22	235527	TX/TX		3 /S015	1	1300/1300	TX5203	N	7/7/7	10881-/0507- 2100- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/11/22:						10.00	340.00
1	07/12/22	235527	TX/TX		3 /S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				4	42.5000	8.00	340.00
1	07/12/22	235527	TX/TX		3 /S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/12/22:						10.00	340.00
1	07/13/22	235527	TX/TX		3 /S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				4	42.5000	8.00	340.00
1	07/13/22	235527	TX/TX		3 /S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/13/22:						10.00	340.00
1	07/14/22	235527	TX/TX		3 /S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 0000- 000				4	42.5000	8.00	340.00
1	07/14/22	235527	TX/TX		3 /S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 0000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/14/22:						10.00	340.00
1	07/15/22	235527	TX/TX		3 /S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				4	42.5000	8.00	340.00
1	07/15/22	235527	TX/TX		3 /S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/15/22:						10.00	340.00
											Total for Employee 235527						**50.00**	**1,700.00**
				Earnings Code Recap			4										**40.00**	**1,700.00**
							91										**10.00**	**0.00**
											Employee: 235527 RUBIO, JOHN R						**50.00**	**1,700.00**

Grand Total Recap		**Earnings Code**		
		4 Salary	40.00	1,700.00
		91 Extended Time	10.00	0.00
1	Employee(s)	Grand Totals	50.00	1,700.00

PR Time Card Entry List

All PRGroups Payroll Date: 07/17/22 All Employees All Timecards
Cert Jobs Only? N Daily Totals? Y All Timecard Dates Earning Code Recaps By Sort ? Y

Pay Seq	Timecard Date	Emp	State	Loc	Craft/Class	Sft	PRDept/ JCDept	Ins	Crt	GL/JC/EM Company	Job/Phase	Equip	Cost Code	Equip Usage	EC	Rate	Hours	Amt
PR Group:		**2**	**2-WEEKLY-NR**															
PR End Date: 7/17/2022																		
Employee: 233180 YARBROUGH Jr, MICHAEL C																		
1	07/11/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/11/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/11/22:						10.00	333.50
1	07/12/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/12/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/12/22:						10.00	333.50
1	07/13/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/13/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/13/22:						10.00	333.50
1	07/14/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/14/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/14/22:						10.00	333.50
1	07/15/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/15/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/15/22:						10.00	333.50
1	07/17/22	233180	TX/TX	3	/S015	1	1300/	TX5506	N	7/7/7					1445	0.0000	0.00	0.85
											Timecard Totals for 07/17/22:						0.00	0.85
											Total for Employee 233180						50.00	1,668.35
																	40.00	1,667.50
																	10.00	0.00
																	0.00	0.85
											Employee: 233180 YARBROUGH Jr, MICHAEL C						50.00	1,668.35

Earnings Code Recap

4	
91	
1445	

Grand Total Recap

	Earnings Code		
	4 Salary	40.00	1,667.50
	91 Extended Time	10.00	0.00
	1445 GTL	0.00	0.85
1 Employee(s)	Grand Totals	50.00	1,668.35

Certified Payroll Transcript

Period 7/18/2022 - 7/24/2022
Job:
Contract: 10881- CR 401 RECONSTRUCT & WATERLINE INST

Employee	Work Classification		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Rate	Project Amounts	****** Weekly Totals ****** (Week Ending 7/24/22) Total Gross	Deductions	Net Pay
			---------- Hours ----------												
MACEDO, CRISTIAN - 220399	1151 FORM BUILDER - STRUCTURES	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	20.500	820.00	FED W/H TAX	83.00	
M/EX: S/4	1151 FORM BUILDER - STRUCTURES	OT Hourly	0.00	0.00	0.00	0.50	10.00	0.00	0.00	10.50	30.750	322.88	FICA - EE	70.86	
Race/Sex H/M EEO:									Other Taxable			0.00	MEDI - EE	16.57	
Check # 0702072922									Other Non Taxable			0.00	MEDI ADDL		
									Project Total			1,142.88	Other		
													1,142.88	170.43	972.45
RUTLEDGE, HOMER SCOTT - 233027	1606 TRK DR-SNGL OR TAN AXLE DUMP	RT Hourly	10.00	10.00	10.00	10.00	0.00	0.00	0.00	40.00	25.000	1,000.00	FED W/H TAX	79.00	
M/EX: M/0	1606 TRK DR-SNGL OR TAN AXLE DUMP	OT Hourly	0.00	0.00	0.00	0.00	8.00	0.00	0.00	8.00	37.500	300.00	FICA - EE	80.60	
Race/Sex W/M EEO:									Other Taxable			0.00	MEDI - EE	18.85	
Check # 0702072922									Other Non Taxable			0.00	MEDI ADDL		
									Project Total			1,300.00	Other		
													1,300.00	178.45	1,121.55

PR Time Card Entry List

PRGroup: 2 Payroll Date: 07/24/22 All Employees All Timecards
Cert Jobs Only? N Daily Totals? Y All Timecard Dates Earning Code Recaps By Sort ? Y All Work Orders

Pay Seq	Timecard Date	Emp	State	Loc	Craft/Class	Sft	PRDept/ JCDept	Ins	Crt	GL/JC/EM Company	Job/Phase	Equip	Cost Code	Equip Usage	EC	Rate	Hours	Amt
PR Group:		**2**	**2-WEEKLY-NR**															
PR End Date: 07/24/22																		
Employee: 202647 WRATCHFORD, CRAIGORY SCOTT																		
1	07/18/22	202647	TX/TX	8 /1390		1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 0				1	28.0000	10.00	280.00
											Timecard Totals for 07/18/22:						10.00	280.00
1	07/19/22	202647	TX/TX	8 /1390		1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 0				1	28.0000	10.00	280.00
											Timecard Totals for 07/19/22:						10.00	280.00
1	07/20/22	202647	TX/TX	8 /1390		1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 0				1	28.0000	10.00	280.00
											Timecard Totals for 07/20/22:						10.00	280.00
1	07/21/22	202647	TX/TX	8 /1390		1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 0				1	28.0000	3.50	98.00
1	07/21/22	202647	TX/TX	8 /1390		1	1300/1300	TX5506	N	7/7/7	10881-/0598- 2701- 0				1	28.0000	3.50	98.00
1	07/21/22	202647	TX/TX	8 /1390		1	1300/1300	TX6219	N	7/7/7	10881-/0501- 1100- 0				1	28.0000	3.00	84.00
											Timecard Totals for 07/21/22:						10.00	280.00
1	07/22/22	202647	TX/TX	8 /1390		1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 0				2	42.0000	8.00	336.00
											Timecard Totals for 07/22/22:						8.00	336.00
											Total for Employee 202647						**48.00**	**1,456.00**
				Earnings Code Recap		1	RT Hourly for Job Timecards										**40.00**	**1,120.00**
						2	OT Hourly for Job Timecards										**8.00**	**336.00**
											Employee: 202647 WRATCHFORD, CRAIG						**48.00**	**1,456.00**

PR Time Card Entry List

PRGroup: 2 Payroll Date: 07/24/22 All Employees All Timecards
Cert Jobs Only? N Daily Totals? Y All Timecard Dates Earning Code Recaps By Sort ? Y All Work Orders

Pay Seq	Timecard Date	Emp	State	Loc	Craft/Class	PRDept/ Sft	JCDept	Ins	GL/JC/EM Crt	Company	Job/Phase	Equip	Cost Code	Equip Usage	EC	Rate	Hours	Amt

Grand Total Recap

Earnings Code			
1	RT Hourly	40.00	1,120.00
2	OT Hourly	8.00	336.00
1 Employee(s)	Grand Totals	48.00	1,456.00

PR Time Card Entry List

All PRGroups Payroll Date: 07/24/22 All Employees All Timecards
Cert Jobs Only? N Daily Totals? Y All Timecard Dates Earning Code Recaps By Sort ? Y

Pay Seq	Timecard Date	Emp	State	Loc	Craft/Class	Sft	PRDept/ JCDept	Ins	Crt	GL/JC/EM Company	Job/Phase	Equip	Cost Code	Equip Usage	EC	Rate	Hours	Amt
PR Group:		**2**	**2-WEEKLY-NR**															
PR End Date: 7/24/2022																		
Employee: 235527 RUBIO, JOHN R																		
1	07/18/22	235527	TX/TX	3	/S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 4100- 000				4	42.5000	8.00	340.00
											Timecard Totals for 07/18/22:						8.00	340.00
1	07/19/22	235527	TX/TX	3	/S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 4100- 000				4	42.5000	8.00	340.00
1	07/19/22	235527	TX/TX	3	/S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 4100- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/19/22:						10.00	340.00
1	07/20/22	235527	TX/TX	3	/S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				4	42.5000	8.00	340.00
1	07/20/22	235527	TX/TX	3	/S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/20/22:						10.00	340.00
1	07/21/22	235527	TX/TX	3	/S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 4100- 000				4	42.5000	8.00	340.00
1	07/21/22	235527	TX/TX	3	/S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 4100- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/21/22:						10.00	340.00
1	07/22/22	235527	TX/TX	3	/S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				4	42.5000	8.00	340.00
1	07/22/22	235527	TX/TX	3	/S015	1	1300/1300	TX6219	N	7/7/7	10881-/0501- 5100- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/22/22:						10.00	340.00
											Total for Employee 235527						**48.00**	**1,700.00**
					Earnings Code Recap		4										**40.00**	**1,700.00**
							91										**8.00**	**0.00**
											Employee: 235527 RUBIO, JOHN R						**48.00**	**1,700.00**

Grand Total Recap		Earnings Code		
		4 Salary	40.00	1,700.00
		91 Extended Time	8.00	0.00
1	Employee(s)	Grand Totals	48.00	1,700.00

PR Time Card Entry List

All PRGroups Payroll Date: 07/24/22 All Employees All Timecards
Cert Jobs Only? N Daily Totals? Y All Timecard Dates Earning Code Recaps By Sort ? Y

Pay Seq	Timecard Date	Emp	State	Loc	Craft/Class	Sft	PRDept/ JCDept	Ins	Crt	GL/JC/EM Company	Job/Phase	Equip	Cost Code	Equip Usage	EC	Rate	Hours	Amt
PR Group:		**2**	**2-WEEKLY-NR**															
PR End Date: 7/24/2022																		
Employee: 233180 YARBROUGH Jr, MICHAEL C																		
1	07/18/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/18/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/18/22:						10.00	333.50
1	07/19/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/19/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/19/22:						10.00	333.50
1	07/20/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/20/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/20/22:						10.00	333.50
1	07/21/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/21/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/21/22:						10.00	333.50
1	07/22/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				4	41.6874	8.00	333.50
1	07/22/22	233180	TX/TX	3	/S015	1	1300/1300	TX5507	N	7/7/7	10881-/0590- 1000- 000				91	0.0000	2.00	0.00
											Timecard Totals for 07/22/22:						10.00	333.50
1	07/24/22	233180	TX/TX	3	/S015	1	1300/	TX5506	N	7/7/7					1445	0.0000	0.00	0.85
											Timecard Totals for 07/24/22:						0.00	0.85
											Total for Employee 233180						**50.00**	**1,668.35**
					Earnings Code Recap		**4**										**40.00**	**1,667.50**
							91										**10.00**	**0.00**
							1445										**0.00**	**0.85**
											Employee: 233180 YARBROUGH Jr, MICHAEL C						**50.00**	**1,668.35**

Grand Total Recap		Earnings Code		
		4	Salary	40.00 1,667.50
		91	Extended Time	10.00 0.00
		1445	GTL	0.00 0.85
1	Employee(s)	Grand Totals		50.00 1,668.35

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

June 20, 2022

Miscellaneous 4X4 3/4 285 CREW GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
N/A

Configuration for 4X4 3/4 285 CREW GAS

Axle Configuration	**4X4**	Cab Type	**Crew**
Horsepower	**285.0**	Power Mode	**Gasoline**
Ton Rating	**3/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $775.00	USD $220.00	USD $55.00	USD $8.00	USD $27.13	USD $31.53
Adjustments						
Region (Texas: 99.3%)	(USD $5.43)	(USD $1.54)	(USD $0.38)	(USD $0.06)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $769.58**	**USD $218.46**	**USD $54.62**	**USD $7.94**	**USD $27.13**	**USD $31.50**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.19
Idling Rate	USD $27.32

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	USD $465.00/mo
Overhaul (ownership)	23%	USD $178.25/mo
CFC (ownership)	3%	USD $23.25/mo
Indirect (ownership)	14%	USD $108.50/mo
Fuel (operating) @ USD 4.24	85%	USD $22.95/hr

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

May 24, 2022

Ford F-250 SD
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A

Configuration for F-250 SD

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**300.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $790.00	USD $220.00	USD $55.00	USD $8.00	USD $28.45	USD $32.94
Adjustments						
Region (Texas: 99.3%)	(USD $5.53)	(USD $1.54)	(USD $0.38)	(USD $0.06)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $784.47**	**USD $218.46**	**USD $54.62**	**USD $7.94**	**USD $28.45**	**USD $32.91**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.23
Idling Rate	USD $28.62

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	USD $474.00/mo
Overhaul (ownership)	23%	USD $181.70/mo
CFC (ownership)	3%	USD $23.70/mo
Indirect (ownership)	14%	USD $110.60/mo
Fuel (operating) @ USD 4.24	85%	USD $24.16/hr

Revised Date: 2nd quarter 2022

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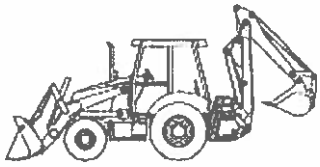
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 20, 2022

Caterpillar 420F2 IT
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A



Configuration for 420F2 IT

Drive	**4WD**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $7,460.00	USD $2,090.00	USD $525.00	USD $79.00	USD $36.98	USD $79.37
Adjustments						
Region (Texas: 98%)	(USD $149.20)	(USD $41.80)	(USD $10.50)	(USD $1.58)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,310.80**	**USD $2,048.20**	**USD $514.50**	**USD $77.42**	**USD $36.98**	**USD $78.52**

Non-Active Use Rates	Hourly
Standby Rate	USD $20.77
Idling Rate	USD $60.11

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	32%	USD $2,387.20/mo
Overhaul (ownership)	47%	USD $3,506.20/mo
CFC (ownership)	7%	USD $522.20/mo
Indirect (ownership)	14%	USD $1,044.40/mo
Fuel (operating) @ USD 5.13	50%	USD $18.57/hr

Revised Date: 2nd quarter 2022

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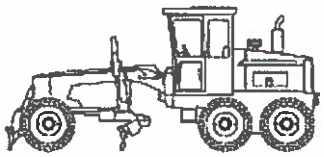
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 20, 2022

Caterpillar 140M3 AWD (disc. 2019)
Articulated Frame Graders

Size Class:
200 - 249 HP
Weight:
N/A



Configuration for 140M3 AWD (disc. 2019)

Moldboard Size	**12 ft x 24 in x 0.9 in ft**	Horsepower	**272 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $17,440.00	USD $4,885.00	USD $1,220.00	USD $185.00	USD $93.97	USD $193.06
Adjustments						
Region (Texas: 97.5%)	(USD $436.00)	(USD $122.13)	(USD $30.50)	(USD $4.63)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $17,004.00**	**USD $4,762.88**	**USD $1,189.50**	**USD $180.38**	**USD $93.97**	**USD $190.58**

Non-Active Use Rates

	Hourly
Standby Rate	USD $48.31
Idling Rate	USD $141.30

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	35%	USD $6,104.00/mo
Overhaul (ownership)	45%	USD $7,848.00/mo
CFC (ownership)	6%	USD $1,046.40/mo
Indirect (ownership)	14%	USD $2,441.60/mo
Fuel (operating) @ USD 5.13	48%	USD $44.69/hr

Revised Date: 2nd quarter 2022

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MCCOY'S #053

3401 NORTH MAIN

TAYLOR, TX 76574

10	22480143	2" SCHEDULE 40 CAP		CAPS / PLUGS
QTY	2 EA	2.49 EA	4.98	
20	22470131	1-1/2" SCHEDULE 40 S		CAPS / PLUGS
QTY	2 EA	1.59 EA	3.18	
30	222118	1-1/2" SCH40 PRESSUR		COUPLERS
QTY	2 EA	1.29 EA	2.58	
40	222121	2" SCH40 PRESSURE CO		COUPLERS
QTY	2 EA	1.59 EA	3.18	
	SUB TOTAL----->		$13.92	
8.2500%	TAX TOTAL----->		$1.15	

AMOUNT DUE-----> $15.07

CREDIT CARD 15.07

7/21/22 11:32 AM 01-0530

32491 LANAE W

1-877-542-8986

0053-30303521-00

TOP-NOTCH PRODUCTS

FOR BORN-TO-BUILD FOLKS.

FAMILY OWNED

SINCE 1927.

James Construction Group

Force Account Work - Jonah Waterline Bypass

Date: 11/30/2022
CO Pricing Good For: 45 days

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Description: **Force Account - Jonah Bypass**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 28,535.97

Narrative: Force Account worked performed as part of the Jonah Waterline Bypass necessary to mitigate the conflict with the 36" Jack/Bore operation on the NE Corner of the Mustang Creek Tributary No. 2 Bridge.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
11/8/2022 - GILBERTO CHAVEZ		9		HR	$ 24.00		$ 216.00
11/8/2022 - RAFAEL CHAVEZ		9		HR	$ 17.00		$ 153.00
						Subtotal	$ 369.00
						55% Burdens	$ 202.95
						15% Markup	$ 55.35
						Total Labor	**$ 627.30**

Equipment		QTY	UM	Rate	Extended
					$ -
				Subtotal	$ -
				15% Markup	$ -
				Total Equipment	**$ -**

Subcontractors		QTY	UM	Price	Extended
Sexton Inc. - Inv. 7338		1.00	LS	$ 9,830.70	$ 9,830.70
					$ -
				Subtotal	$ 9,830.70
				15% Markup	$ 1,474.61
				Total Subcontract	**$ 11,305.31**

Material		QTY	UM	Price	Extended
Ferguson Inv. 1205104		1.00	LS	$ 7,832.26	$ 7,832.26
Ferguson Inv. 1205909		1.00	LS	$ 83.71	$ 83.71
					$ -
				Subtotal	$ 7,915.97
				15% Markup	$ 1,187.40
				Total Material	**$ 9,103.37**

Miscellaneous		QTY	UM	Price	Extended
Sexton Inc. - Inv. 7377 (PARTIAL)		3.00	DAY	$ 2,500.00	$ 7,500.00
					$ -
				Subtotal	$ 7,500.00
				15% Markup	
				Total Miscellaneous	**$ 7,500.00**

TOTAL COST	**$ 28,535.97**

UNIT PRICE (TOTAL COST/EST. QTY) $ 28,535.97

Texas Department of Transportation
Form 316
(Rev. 02/10)
Page 1 of 2

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: WILLIAMSON Project: 22IFB57 CSJ: N/A Highway: CR 401

Date: 11/08/22 Station: Mustang Creek Trib. 2 - NE Corner to Station: 179+00 to 181+00

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
				Gilberto Chavez Operator	9.00		24.00		216.00
				Rafael Chavez Laborer	9.00		17.00		153.00
		Total						Total	369.00

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Assist Sexton with Equipment & Labor needs to expedite waterline bypass at creek bore pit.		
Subcontractor: SEXTON	1	LS
Materials: FERGUSON	1	LS

JAMES CONSTRUCTION GROUP
Contractor

Inspector

by JEFF HALL - P.M.
Signature and Title

Area Engineer

Foreman's Daily Time Report

Job No.	Day of Week	Date	Week Ending
10881	TUES	11-8-22	11-13-22

Job Name: Williamson CR 401

Weather:

Allocation			A	B	C	D	E
Phase			0502-3100	0598-2701	0501-5300		
Description			BASE	FORCE ACCT	TOP SOIL		
Per Diem							
AWA							

Employee No.	Name	Craft/Class	Equip. #	Equip. Hrs.	Per Diem Y/N	Abs Code C/N	No Injury	Total Hrs	A Hrs	B Hrs	C Hrs	D Hrs	E Hrs
246595	Nava Chavez, Gilberto	8/1348			Y/N	C/N	GN	9		9			
281380	Nava Chavez, Rafael	19/1175			Y/N	C/N	RN	9		9			
233027	Rutledge, Scott	16/1606			Y/N	C/N	SR	9	9				
243880	Trejo Leyva, Jaime	8/1306	T-063	6452	Y/N	C/N	JT	10			LD		
202647	Wratchford, Craig	8/1390	G490	13210	Y/N	C/N	CSW	9	9				
236385	Anaya, Nicolas	16/1413	R0468	1750	Y/N	C/N	NA	10	10				
288261	Jimenez Jr, Juan		RA313	1702	Y/N	C/N	JJ	10	10				
					Y/N	C/N							
					Y/N	C/N							
					Y/N	C/N							
Totals								66	38	18	10		

Quantity		Description / Location, Station, Etc.
A		WORK ON BASE AT SOUTH END. - Rework
B		HELP SEXTON WITH WATER LINE - FORCE ACCT
C		WORKED ON TOPSOIL AT GREENFIELD 199+50 TO 195+00
D		
E		

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

Assist Sexton w/ Equipment & labor needs to expedite waterline bypass @ North Bore pit.

Foreman: John Rubio	Date: 11-8-22	Project Engineer or Superintendent: JUSTIN ASHORN, PROJECT ENGINEER, JAMES CONSTRUCTION GROUP	Date: 11/9/22	Office Manager:	Date:

FERGUSON
WATERWORKS

FERGUSON WATERWORKS #1106
4427 FACTORY HILL DRIVE
SAN ANTONIO, TX 78219-2704

Please contact with Questions: 210-333-2410

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1205104	$7,832.26	54384	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

JAMES CONSTRUCTION GROUP LLC
1760 S STEMMONS FRWY 300
CR401 RECONSTRUCTION
-WATERWORKS ACCT-
LEWISVILLE, TX 75067

SHIP TO:

JAMES CONSTRUCTION GROUP LLC
CR 401 CR 402
CR401 RECONSTRUCTION
TAYLOR, TX 76574

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1254	1254	TXE	BYPASS	BDE	CR401 RECONSTRUCTION	11/07/22	IO 76114

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			THANK YOU FOR YOUR BUSINESS!			
			PLEASE VISIT US AT FERGUSON.COM			
4	4	SDMCPEP04	4 SIGMA FOSTER ADPT W/ MJ ACC KIT	119.070	EA	476.28
16	16	IMJBGPP	4 MJ C153 BLT GSKT PK L/ GLAND	21.960	EA	351.36
2	2	MJSPP	4 MJ C153 SLD PLUG	40.300	EA	80.60
2	2	MJLSLAP	4X12 MJ C153 LONG SLV L/A	74.880	EA	149.76
2	2	MJTLAP	4 MJ C153 TEE L/A	112.450	EA	224.90
4	4	MJ9LAP	4 MJ C153 90 BEND L/A	84.480	EA	337.92
4	4	MA236123900UPUL	4 MJ RW OL EVERDUR GATE VLV L/A	650.000	EA	2600.00
4	4	PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR	110.800	EA	443.20
16	16	SPVC4004G2	4 PVC SGRIP SER 4000 G2	42.340	EA	677.44
260	260	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	9.580	FT	2490.80
			INVOICE SUB-TOTAL			**7832.26**

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$7,832.26**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH. *Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223-99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.*

FERGUSON WATERWORKS

Force Acct Materials - Bore Pit Bypass

Order #1205104

Justin Ashorn
Project Engineer
James Construction Group

ORDER NO. | REQUIRED DATE | SHIP WHS | SELL WHS

WRITER	SALESMAN

TAG P.O. NO

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY

INSTRUCTIONS: JEFF 254-346-0012

OML CONTACT

VENDOR

VENDOR P.O. NO.

SOLD TO

SHIP TO: Justin Ashorn, Project Engineer, James Construction Group

SHIP VIA

ROUTE NO. | RUN NO. | DEPAR

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

ROUTE DESC.

CUSTOMER PO. NO.	JOB NAME	ATTN:	SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY
		PO# 10881-1		11/7/22	CT	RP	RP

LINE	ORDER QTY.	SHIP QTY.		ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISLE-LO
	4	4						Item 179		
	16	16						Item 180		
	2	2						Item 181		
	2	2						Item 182		
	2	2						Item 183		
	4	4						Item 184		
	4	4						Item 185		
	4	4						Item 186		
	16	16						Item 187		
	260	260						Item 188		

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.

SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

FEIA16 DT0237 09/16

CUSTOMER'S SIGNATURE: _____ DATE: _____

TERMS:

CUSTOMER COPY

Sexton, Inc.
2472 Washburn Road
Luling, TX 78648
sextoninc@outlook.com
830-875-3931

Invoice

Date	Invoice #
11/28/2022	7337

Bill To
James Construction Group, LLC 5880 West US Hwy. 190 Belton, Texas 76513

Contact	P.O. Number	Direct Pay Number	Terms	Job Name/Location
Jeff Hall			Net 45	CR 401

Quantity	Description	Price Each	Amount
7	Days of Standby Time due to Jonah Water Line October 27th - November 4th, 2022 On-Site meeting held between Sexton, HNTB, HDR, & James on Nov. 1, 2022. James Construction will accept all standby time from time start on Oct. 27, to meeting day, Nov. 1 (4 days). JCG is requesting compensation for the remaining 3 days after the Nov. 1 meeting as the meeting was delayed by JCG in our efforts to remedy the conflict without HNTB/HDR involvement.	2,500.00	17,500.00

Invoices not paid within 30 days of invoice date may have a 1.5% per month service charge applied.

Total $17,500.00

FERGUSON
WATERWORKS

FERGUSON WATERWORKS #1106
4427 FACTORY HILL DRIVE
SAN ANTONIO, TX 78219-2704

Please contact with Questions: 210-333-2410

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1205909	$83.71	54384	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

SHIP TO:

COUNTER PICK UP
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626

JAMES CONSTRUCTION GROUP LLC
1760 S STEMMONS FRWY 300
CR401 RECONSTRUCTION
--WATERWORKS ACCT--
LEWISVILLE, TX 75067

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1254	1254	TXE	10881-01	BDE	CR401 RECONSTRUCTION	11/08/22	IO 76123

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			THANK YOU FOR YOUR BUSINESS! PLEASE VISIT US AT FERGUSON.COM			
1	1	FUFR1390C4REDRBI	4 JT REST RED W/ BBN HDWR	83.710	EA	83.71
			INVOICE SUB-TOTAL			83.71

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX — ORIGINAL INVOICE — **TOTAL DUE** $83.71

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.
Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.

FERGUSON WATERWORKS

Force Acct Material - Bore Pit Bypass

Order #1205909

FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 TOWN CENTRE BLVD
GEORGETOWN, TX 78626
PH: 512-930-2262 FAX: 512-930-2388

STOCK SALES ORDER

ORDER NO. | REQUIRED DATE | SHIP WHS. | SELL WHS.

WRITER	SALESMAN
080	EDE

TAG P.O. NO

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY
5436	JAMESCONS			11/08/22	DUSTY

SOLD TO

JAMES CONSTRUCTION GROUP LLC
17111 STEMMONS FWY 300
CP#: JCONSTRUCTION
--WATERWORKS ACCT--
[illegible]
CUST PH: 225-295-4930

SHIP TO

COUNTER PICK UP
FERGUSON WATERWORKS #1254
200 TOWN CENTRE BLVD
GEORGETOWN, TX 78626

INSTRUCTIONS

Justin Ashorn
Project Engineer
James Construction Group

OML CONTACT

VENDOR

VENDOR P.O. NO.

SHIP VIA

ROUTE NO. | RUN NO. | DEPART TIME

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

ROUTE DESC.

CUSTOMER P.O. NO.	JOB NAME	ATTN:	SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY
[illegible]	JAMES CONSTRUCTION	PO# 10831-01		11/8/22	CAJ	AL4	

LINE	ORDER QTY.	SHIP QTY.		ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISLE LOC
				CUERT300CA2FERRT	4" TEST PLUG W/ PIN WRAP	92.210	EA			
									17-0-35	

Sexton, Inc.
2472 Washburn Road
Luling, TX 78648
sextoninc@outlook.com
830-875-3931

Invoice

Date	Invoice #
11/29/2022	7338

Bill To
James Construction Group, LLC 5880 West US Hwy. 190 Belton, Texas 76513

Contact	P.O. Number	Direct Pay Number	Terms	Job Name/Location
Jeff Hall			Net 45	CR 401

Quantity	Description	Price Each	Amount
	Force Account Water Line for Jonah By Pass 11/7-8/2022	9,830.70	9,830.70

Invoices not paid within 30 days of invoice date may have a 1.5% per month service charge applied.

Total $9,830.70

Sexton Inc.

Force Account Work - Jonah Waterline Bypass

Date: 11/30/2022
CO Pricing Good For: 45 days

Project: CR 401
Control: 22IF857

County: Williamson
Highway: CR 401

Description: Force Account - Jonah Bypass
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 9,830.70

Narrative: Force Account worked performed by Sexton on 11/7-11/8/2022 as part of the Jonah Waterline Bypass necessary to mitigate the conflict with the 36" Jack/Bore operation on the NE Corner of the Mustang Creek Tributary No. 2 Bridge. James Construction, authorized by HNTB, directed Sexton to perform this work.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
11/7/2022 - JONATHAN FULPS		6		HR	$ 25.00		$ 150.00
11/7/2022 - ALEX GONZALES		6		HR	$ 22.50		$ 135.00
11/7/2022 - ZANE ROBINSON		6		HR	$ 23.00		$ 138.00
							$ -
11/8/2022 - JOHN SEXTON		8		HR	$ 28.85		$ 230.77
11/8/2022 - BELL BENES		8.5	1.5	HR	$ 30.33	$ 45.50	$ 326.06
11/8/2022 - JONATHAN FULPS		8	2	HR	$ 25.00	$ 37.50	$ 275.00
11/8/2022 - ALEX GONZALES		8	2	HR	$ 22.50	$ 33.75	$ 247.50
11/8/2022 - JUAN OBREGON		8	2	HR	$ 20.50	$ 30.75	$ 225.50
						Subtotal	$ 1,727.82
						55% Burdens	$ 950.30
						15% Markup	$ 259.17
						Total Labor	$ 2,937.30

Equipment	[redacted]	QTY	UM	Rate	Extended
11/7/2022 - 1 TON Pickup - Foreman		6	HR	$ 41.64	$ 249.84
11/7/2022 - 1 TON Pickup - Crew		6	HR	$ 41.64	$ 249.84
11/7/2022 - 25FT Gooseneck Trailer		6	HR	$ 7.83	$ 46.98
11/8/2022 - 1 TON Pickup - Foreman		10	HR	$ 41.64	$ 416.40
11/8/2022 - 1 TON Pickup - Crew		10	HR	$ 41.64	$ 416.40
11/8/2022 - 25FT Gooseneck Trailer		10	HR	$ 7.83	$ 78.30
11/8/2022 - CAT 336 Excavator - 1		10	HR	$ 181.02	$ 1,810.20
11/8/2022 - CAT 336 Excavator - 2		10	HR	$ 181.02	$ 1,810.20
11/8/2022 - CAT 420 Backhoe		10	HR	$ 85.59	$ 855.90
11/8/2022 - 3in Water Pump		10	HR	$ 6.02	$ 60.20
					$ -
				Subtotal	$ 5,994.26
				15% Markup	$ 899.14
				Total Equipment	$ 6,893.40

Subcontractors	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
				Subtotal	$ -
				15% Markup	$ -
				Total Subcontract	$ -

Material	[redacted]	QTY	UM	Price	Extended
					$ -
				Subtotal	$ -
				15% Markup	$ -
				Total Material	$ -

Miscellaneous	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
					$ -
					$ -
				Subtotal	$ -
				15% Markup	
				Total Miscellaneous	$ -

TOTAL COST	$ 9,830.70
UNIT PRICE (TOTAL COST/EST. QTY)	$ 9,830.70

Sexton, Inc.
Payroll Summary
November 4 - 10, 2022

	Alejandro Gonzales			TOTAL		
	Hours	Rate	Nov 4 - 10, 22	Hours	Rate	Nov 4 - 10, 22
Employee Wages, Taxes and Adjustments						
Gross Pay						
Holiday Pay		22.50	0.00			0.00
Hourly Pay	40	22.50	900.00	40.00		900.00
Overtime Pay	7	33.75	236.25	7.00		236.25
Bonus			0.00			0.00
Total Gross Pay	47		1,136.25	47.00		1,136.25
Deductions from Gross Pay						
Simple IRA			-34.09			-34.09
Total Deductions from Gross Pay			-34.09			-34.09
Adjusted Gross Pay	47		1,102.16	47.00		1,102.16
Taxes Withheld						
Federal Withholding			-103.00			-103.00
Medicare Employee			-16.48			-16.48
Social Security Employee			-70.45			-70.45
Medicare Employee Addl Tax			0.00			0.00
Total Taxes Withheld			-189.93			-189.93
Deductions from Net Pay						
Child Support			-207.23			-207.23
Child Support-Catchup			0.00			0.00
Total Deductions from Net Pay			-207.23			-207.23
Net Pay	**47**		**705.00**	**47.00**		**705.00**
Employer Taxes and Contributions						
Federal Unemployment			0.00			0.00
Medicare Company			16.48			16.48
Social Security Company			70.45			70.45
TX - Unemployment Company			0.00			0.00
Simple IRA Company Paid			34.09			34.09
Total Employer Taxes and Contributions			**121.02**			**121.02**

Sexton, Inc.
Payroll Summary
November 4 - 10, 2022

	Zane N Robinson			TOTAL		
	Hours	Rate	Nov 4 - 10, 22	Hours	Rate	Nov 4 - 10, 22
Employee Wages, Taxes and Adjustments						
Gross Pay						
Holiday Pay		23.00	0.00			0.00
Hourly Pay	35.5	23.00	816.50	35.50		816.50
Overtime Pay		34.50	0.00			0.00
Total Gross Pay	35.5		816.50	35.50		816.50
Deductions from Gross Pay						
Health Insurance (pre-tax)			-217.73			-217.73
Total Deductions from Gross Pay			-217.73			-217.73
Adjusted Gross Pay	35.5		598.77	35.50		598.77
Taxes Withheld						
Federal Withholding			0.00			0.00
Medicare Employee			-8.68			-8.68
Social Security Employee			-37.13			-37.13
Medicare Employee Addl Tax			0.00			0.00
Total Taxes Withheld			-45.81			-45.81
Deductions from Net Pay						
Child Support			-17.77			-17.77
Total Deductions from Net Pay			-17.77			-17.77
Net Pay	35.5		535.19	35.50		535.19
Employer Taxes and Contributions						
Federal Unemployment			0.00			0.00
Medicare Company			8.68			8.68
Social Security Company			37.13			37.13
TX - Unemployment Company			0.00			0.00
Health Insurance (company paid)			51.73			51.73
Total Employer Taxes and Contributions			97.54			97.54

Sexton, Inc.
Payroll Summary
November 4 - 10, 2022

	Jonathan C Fulps			TOTAL		
	Hours	Rate	Nov 4 - 10, 22	Hours	Rate	Nov 4 - 10, 22
Employee Wages, Taxes and Adjustments						
Gross Pay						
Holiday Pay		25.00	0.00			0.00
Hourly Pay	40	25.00	1,000.00	40.00		1,000.00
Overtime Pay	7.5	37.50	281.25	7.50		281.25
Special Pay		125.00	0.00			0.00
Bonus			0.00			0.00
Total Gross Pay	47.5		1,281.25	47.50		1,281.25
Deductions from Gross Pay						
ACC			-6.66			-6.66
Health Insurance (pre-tax)			0.00			0.00
Simple IRA			-50.00			-50.00
Total Deductions from Gross Pay			-56.66			-56.66
Adjusted Gross Pay	47.5		1,224.59	47.50		1,224.59
Taxes Withheld						
Federal Withholding			-172.00			-172.00
Medicare Employee			-18.48			-18.48
Social Security Employee			-79.02			-79.02
Medicare Employee Addl Tax			0.00			0.00
Total Taxes Withheld			-269.50			-269.50
Additions to Net Pay						
Truck Use Reimbursement			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay	47.5		955.09	47.50		955.09
Employer Taxes and Contributions						
Federal Unemployment			0.00			0.00
Medicare Company			18.48			18.48
Social Security Company			79.02			79.02
TX - Unemployment Company			0.00			0.00
Health Insurance (company paid)			0.00			0.00
Simple IRA Company Paid			38.44			38.44
Total Employer Taxes and Contributions			135.94			135.94

Sexton, Inc.
Payroll Summary
November 4 - 10, 2022

	Juan P Obregon			TOTAL		
	Hours	Rate	Nov 4 - 10, 22	Hours	Rate	Nov 4 - 10, 22
Employee Wages, Taxes and Adjustments						
Gross Pay						
Holiday Pay		20.50	0.00			0.00
Hourly Pay	40	20.50	820.00	40.00		820.00
Overtime Pay	10.5	30.75	322.88	10.50		322.88
Total Gross Pay	50.5		1,142.88	50.50		1,142.88
Deductions from Gross Pay						
Simple IRA			-45.72			-45.72
Total Deductions from Gross Pay			-45.72			-45.72
Adjusted Gross Pay	50.5		1,097.16	50.50		1,097.16
Taxes Withheld						
Federal Withholding			-64.00			-64.00
Medicare Employee			-16.57			-16.57
Social Security Employee			-70.86			-70.86
Medicare Employee Addl Tax			0.00			0.00
Total Taxes Withheld			-151.43			-151.43
Net Pay	**50.5**		**945.73**	**50.50**		**945.73**
Employer Taxes and Contributions						
Federal Unemployment			0.00			0.00
Medicare Company			16.57			16.57
Social Security Company			70.86			70.86
TX - Unemployment Company			0.00			0.00
Simple IRA Company Paid			34.29			34.29
Total Employer Taxes and Contributions			**121.72**			**121.72**

Sexton, Inc.
Payroll Summary
November 4 - 10, 2022

	John J Sexton			TOTAL		
	Hours	Rate	Nov 4 - 10, 22	Hours	Rate	Nov 4 - 10, 22
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary - Owner	1		1,442.31	1.00		1,442.31
Total Gross Pay	1		1,442.31	1.00		1,442.31
Deductions from Gross Pay						
ACC			-12.18			-12.18
Aflac Dental			-25.89			-25.89
Aflac SPEVNT			-10.50			-10.50
Health Insurance (pre-tax)			-51.73			-51.73
Simple IRA			-43.27			-43.27
Total Deductions from Gross Pay			-143.57			-143.57
Adjusted Gross Pay	1		1,298.74	1.00		1,298.74
Taxes Withheld						
Federal Withholding			-108.00			-108.00
Medicare Employee			-19.46			-19.46
Social Security Employee			-83.20			-83.20
Medicare Employee Addl Tax			0.00			0.00
Total Taxes Withheld			-210.66			-210.66
Net Pay	1		1,088.08	1.00		1,088.08
Employer Taxes and Contributions						
Federal Unemployment			0.00			0.00
Medicare Company			19.46			19.46
Social Security Company			83.20			83.20
TX - Unemployment Company			0.00			0.00
Health Insurance (company paid)			51.73			51.73
Simple IRA Company Paid			43.27			43.27
Total Employer Taxes and Contributions			197.66			197.66

12/5

Sexton, Inc.
Payroll Summary
November 4 - 10, 2022

	William R Benes			TOTAL		
	Hours	Rate	Nov 4 - 10, 22	Hours	Rate	Nov 4 - 10, 22
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary	1		1,516.50	1.00		1,516.50
Overtime Pay	1.5	45.50	68.25	1.50		68.25
Bonus			0.00			0.00
Total Gross Pay	2.5		1,584.75	2.50		1,584.75
Deductions from Gross Pay						
ACC			-12.18			-12.18
Health Insurance (pre-tax)			-198.68			-198.68
Simple IRA			-47.54			-47.54
Total Deductions from Gross Pay			-258.40			-258.40
Adjusted Gross Pay	2.5		1,326.35	2.50		1,326.35
Taxes Withheld						
Federal Withholding			-156.00			-156.00
Medicare Employee			-19.92			-19.92
Social Security Employee			-85.18			-85.18
Medicare Employee Addl Tax			0.00			0.00
Total Taxes Withheld			-261.10			-261.10
Net Pay	2.5		1,065.25	2.50		1,065.25
Employer Taxes and Contributions						
Federal Unemployment			0.00			0.00
Medicare Company			19.92			19.92
Social Security Company			85.18			85.18
TX - Unemployment Company			0.00			0.00
Health Insurance (company paid)			51.73			51.73
Simple IRA Company Paid			47.54			47.54
Total Employer Taxes and Contributions			204.37			204.37

EquipmentWatch.

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 20, 2022

Ford F-350
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A

Configuration for F-350

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**385.0 hp**	Power Mode	**Gasoline**
Ton Rating	**1.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $950.00	USD $265.00	USD $66.00	USD $10.00	USD $36.28	USD $41.68
Adjustments						
Region (Texas: 99.3%)	(USD $6.65)	(USD $1.86)	(USD $0.46)	(USD $0.07)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $943.35**	**USD $263.14**	**USD $65.54**	**USD $9.93**	**USD $36.28**	**USD $41.64**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.68
Idling Rate	USD $36.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	USD $570.00/mo
Overhaul (ownership)	23%	USD $218.50/mo
CFC (ownership)	3%	USD $28.50/mo
Indirect (ownership)	14%	USD $133.00/mo
Fuel (operating) @ USD 4.24	85%	USD $31.01/hr

Revised Date: 2nd quarter 2022

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Rental Rate Blue Book®

November 30, 2022

Miscellaneous 22 28--30 2 8
Tilt Deck Gooseneck Equipment Trailers

Size Class:
All
Weight:
9800 lbs

Configuration for 22 28--30 2 8

Capacity	**22.0 t**	Deck Length	**28' - 30'**
Number Of Axles	**2.0**	Number Of Tires	**8.0**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $760.00	USD $215.00	USD $54.00	USD $8.00	USD $3.64	USD $7.96
Adjustments						
Region (Texas: 97.1%)	(USD $22.04)	(USD $6.24)	(USD $1.57)	(USD $0.23)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $737.96**	**USD $208.76**	**USD $52.43**	**USD $7.77**	**USD $3.64**	**USD $7.83**

Non-Active Use Rates	Hourly
Standby Rate	USD $2.10
Idling Rate	USD $4.19

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	USD $387.60/mo
Overhaul (ownership)	30%	USD $228.00/mo
CFC (ownership)	4%	USD $30.40/mo
Indirect (ownership)	15%	USD $114.00/mo

Fuel cost data is not available for these rates.

Revised Date: 4th quarter 2022

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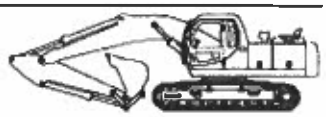
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 20, 2022

Caterpillar 336
Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons
Weight:
N/A



Configuration for 336

Bucket Capacity	**3.0 cu yd**	Horsepower	**311.0 hp**
Operating Weight	**81900.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $18,140.00	USD $5,080.00	USD $1,270.00	USD $190.00	USD $80.12	USD $183.19
Adjustments						
Region (Texas: 97.9%)	(USD $380.94)	(USD $106.68)	(USD $26.67)	(USD $3.99)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $17,759.06**	**USD $4,973.32**	**USD $1,243.33**	**USD $186.01**	**USD $80.12**	**USD $181.02**

Non-Active Use Rates	Hourly
Standby Rate	USD $50.45
Idling Rate	USD $134.85

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	USD $7,074.60/mo
Overhaul (ownership)	44%	USD $7,981.60/mo
CFC (ownership)	5%	USD $907.00/mo
Indirect (ownership)	12%	USD $2,176.80/mo
Fuel (operating) @ USD 5.13	42%	USD $33.95/hr

Revised Date: 2nd quarter 2022

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All prices shown in US dollars ($)

Rental Rate Blue Book®

November 30, 2022

Caterpillar 420F2 IT
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A

Configuration for 420F2 IT

Drive	**4WD**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $8,465.00	USD $2,370.00	USD $595.00	USD $89.00	USD $38.46	USD $86.56
Adjustments						
Region (Texas: 98%)	(USD $169.30)	(USD $47.40)	(USD $11.90)	(USD $1.78)		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,295.70**	**USD $2,322.60**	**USD $583.10**	**USD $87.22**	**USD $38.46**	**USD $85.59**

Non-Active Use Rates	Hourly
Standby Rate	USD $23.57
Idling Rate	USD $65.34

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD $2,624.15/mo
Overhaul (ownership)	47%	USD $3,978.55/mo
CFC (ownership)	7%	USD $592.55/mo
Indirect (ownership)	15%	USD $1,269.75/mo
Fuel (operating) @ USD 5.03	47%	USD $18.21/hr

Revised Date: 4th quarter 2022

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All prices shown in US dollars ($)

Rental Rate Blue Book®

November 30, 2022

Miscellaneous 300E
Centrifugal Pumps

Size Class:
none
Weight:
N/A

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $385.00	USD $110.00	USD $28.00	USD $4.00	USD $3.83	USD $6.02
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $385.00**	**USD $110.00**	**USD $28.00**	**USD $4.00**	**USD $3.83**	**USD $6.02**

Non-Active Use Rates	Hourly
Standby Rate	USD $1.18
Idling Rate	USD $4.59

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD $119.35/mo
Overhaul (ownership)	46%	USD $177.10/mo
CFC (ownership)	4%	USD $15.40/mo
Indirect (ownership)	19%	USD $73.15/mo
Fuel (operating) @ USD 3.69	63%	USD $2.40/hr

Revised Date: 4th quarter 2022

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James Construction Group

Force Account Work - Jonah Waterline Bypass

Date: 5/12/2023
CO Pricing Good For: 45 days

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Description: **Force Account - Jonah Bypass**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 7,847.99

Narrative: Force Account worked performed to re-establish the bypassed Johah Waterline Connection necessary to mitigate the conflict with the 36" Jack/Bore operation on the NE Corner of the Mustang Creek Tributary No. 2 Bridge.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
							$ -
							$ -
							$ -
						Total Labor	$ -

Equipment	[redacted]	QTY	UM	Rate	Extended
					$ -
					$ -
				Total Equipment	$ -

Subcontractors	[redacted]	QTY	UM	Price	Extended
Sexton Inc. - Inv. 7338		1.00	LS	$ 7,474.28	$ 7,474.28
					$ -
				Total Subcontract	$ 7,474.28

Material	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
				Total Material	$ -

Miscellaneous	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
				Total Miscellaneous	$ -

SUB-TOTAL	$ 7,474.28
JCG 5% MARKUP	$ 373.71
TOTAL COST	$ 7,847.99

Sexton Inc.

Force Account Work - Jonah Waterline Bypass Reconnect

Date: 5/11/2023
CO Pricing Good For: 45 days

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Description: **Force Account - Jonah Bypass**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 7,474.28

Narrative: Force Account worked performed by Sexton on 5/1/2023 as part of the Jonah Waterline 4" Tie-in. James Construction, authorized by HNTB, directed Sexton to perform this work.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
5/1/23 - JOHN SEXTON		10.5		HR	$ 36.06		$ 378.63
5/1/23 - JONATHAN FULPS		10.5		HR	$ 26.00		$ 273.00
5/1/23 - ALEX GONZALES		10.5		HR	$ 23.50		$ 246.75
5/1/23 - BILL BENES		10.5		HR	$ 37.91		$ 398.08
5/1/23 - JUAN OBREGON		8	2.5	HR	$ 22.00	$ 33.00	$ 258.50
5/1/23 - TAYLEN MOORE		10	0.5	HR	$ 17.00	$ 25.50	$ 182.75
5/1/23 - JORDON BENES		8	2.5	HR	$ 22.50	$ 33.75	$ 264.38
						Subtotal	$ 2,002.09
						55% Burdens	$ 1,101.15
						15% Markup	$ 300.31
						Total Labor	**$ 3,403.55**

Equipment	[redacted]	QTY	UM	Rate	Extended
5/1/23 - 1 TON Pickup - Foreman		10.5	HR	$ 35.84	$ 376.32
5/1/23 - 1 TON Pickup - Crew		10.5	HR	$ 35.84	$ 376.32
5/1/23 - 1 TON Pickup - Crew		10.5	HR	$ 35.84	$ 376.32
5/1/23 - CAT 420 Backhoe		10.5	HR	$ 90.69	$ 952.25
5/1/23 - BOBCAT T550		10.5	HR	$ 71.11	$ 746.66
5/1/23 - 500 GALLON WATER TRAILER W/ PUMP		10.5	HR	$ 14.52	$ 152.46
					$ -
				Subtotal	$ 2,980.32
				15% Markup	$ 447.05
				Total Equipment	**$ 3,427.37**

Subcontractors	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
				Subtotal	$ -
				15% Markup	$ -
				Total Subcontract	**$ -**

Material	[redacted]	QTY	UM	Price	Extended
QUIKRETE MIX - HOME DEPOT		27.00	EACH	$ 5.64	$ 152.28
GRAVEL BEDDING/BACKFILL - STOCKLIN		1.00	LOAD	$ 407.17	$ 407.17
				Subtotal	$ 559.45
				15% Markup	$ 83.92
				Total Material	**$ 643.37**

Miscellaneous	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
				Subtotal	$ -
				15% Markup	
				Total Miscellaneous	**$ -**

TOTAL COST	**$ 7,474.28**

UNIT PRICE (TOTAL COST/EST. QTY) **$ 7,474.28**

Sexton, Inc.
2472 Washburn Road
Luling, TX 78648
sextoninc@outlook.com
830-875-3931

Invoice

Date	Invoice #
5/3/2023	7642

Bill To
James Construction Group, LLC 5880 West US Hwy. 190 Belton, Texas 76513

Contact	P.O. Number	Direct Pay Number	Terms	Job Name/Location
Jeff Ashom			Net 45	CR 401

Quantity	Description	Price Each	Amount
	Force Account Water Line - Jonah Reconnection 5/1/2023	7,474.28	7,474.28

Invoices not paid within 30 days of invoice date may have a 1.5% per month service charge applied.

Total $7,474.28

Sexton, Inc.
Payroll Summary
April 28 through May 4, 2023

	Alejandro Gonzales			Colten J Caroselli
	Hours	Rate	Apr 28 - May 4, 23	Hours
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary			0.00	
Salary - Owner			0.00	
Holiday Pay		23.50	0.00	
Hourly Pay	39	23.50	916.50	39
Overtime Pay		35.25	0.00	
Bonus			0.00	
Total Gross Pay	39		916.50	39
Deductions from Gross Pay				
ACC			0.00	
Aflac Accident			0.00	
Aflac Cancer			0.00	
Aflac Dental			0.00	
Aflac HOSP			0.00	
Aflac Life			0.00	
Aflac Short Term Disability			0.00	
Aflac SPEVNT			0.00	
Health Insurance (pre-tax)			0.00	
Simple IRA			-27.50	
Total Deductions from Gross Pay			-27.50	
Adjusted Gross Pay	39		889.00	39
Taxes Withheld				
Federal Withholding			-70.00	
Medicare Employee			-13.29	
Social Security Employee			-56.83	
Medicare Employee Addl Tax			0.00	
Total Taxes Withheld			-140.12	
Deductions from Net Pay				
Child Support			-207.23	
Child Support-Catchup			0.00	
Total Deductions from Net Pay			-207.23	
Additions to Net Pay				
Insurance-Reimbursement(MC)			0.00	
Truck Use Reimbursement			0.00	
Total Additions to Net Pay			0.00	
Net Pay	**39**		**541.65**	**39**
Employer Taxes and Contributions				
Federal Unemployment			0.00	
Medicare Company			13.29	
Social Security Company			56.83	
TX - Unemployment Company			0.00	
Aflac			0.00	
Health Insurance (company paid)			0.00	
Simple IRA Company Paid			27.50	
Total Employer Taxes and Contributions			**97.62**	

Sexton, Inc.
Payroll Summary
April 28 through May 4, 2023

	Colten J Caroselli		John J Sexton	
	Rate	Apr 28 - May 4, 23	Hours	Rate
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary		0.00		
Salary - Owner		0.00	1	
Holiday Pay	21.50	0.00		
Hourly Pay	21.50	838.50		
Overtime Pay	32.25	0.00		
Bonus		0.00		
Total Gross Pay		838.50	1	
Deductions from Gross Pay				
ACC		0.00		
Aflac Accident		0.00		
Aflac Cancer		0.00		
Aflac Dental		0.00		
Aflac HOSP		0.00		
Aflac Life		0.00		
Aflac Short Term Disability		0.00		
Aflac SPEVNT		0.00		
Health Insurance (pre-tax)		-54.73		
Simple IRA		-25.16		
Total Deductions from Gross Pay		-79.89		
Adjusted Gross Pay		758.61	1	
Taxes Withheld				
Federal Withholding		-55.00		
Medicare Employee		-11.36		
Social Security Employee		-48.59		
Medicare Employee Addl Tax		0.00		
Total Taxes Withheld		-114.95		
Deductions from Net Pay				
Child Support		0.00		
Child Support-Catchup		0.00		
Total Deductions from Net Pay		0.00		
Additions to Net Pay				
Insurance-Reimbursement(MC)		0.00		
Truck Use Reimbursement		0.00		
Total Additions to Net Pay		0.00		
Net Pay		**643.66**	**1**	
Employer Taxes and Contributions				
Federal Unemployment		0.00		
Medicare Company		11.36		
Social Security Company		48.59		
TX - Unemployment Company		0.00		
Aflac		0.00		
Health Insurance (company paid)		54.73		
Simple IRA Company Paid		25.16		
Total Employer Taxes and Contributions		**139.84**		

Sexton, Inc.
Payroll Summary
April 28 through May 4, 2023

	John J Sexton	Jonathan C Fulps		
	Apr 28 - May 4, 23	Hours	Rate	Apr 28 - May 4, 23
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary	0.00			0.00
Salary - Owner	1,442.31			0.00
Holiday Pay	0.00		26.00	0.00
Hourly Pay	0.00	38	26.00	988.00
Overtime Pay	0.00		39.00	0.00
Bonus	0.00			0.00
Total Gross Pay	1,442.31	38		988.00
Deductions from Gross Pay				
ACC	-12.18			-6.66
Aflac Accident	0.00			0.00
Aflac Cancer	0.00			0.00
Aflac Dental	-25.89			0.00
Aflac HOSP	0.00			0.00
Aflac Life	0.00			0.00
Aflac Short Term Disability	0.00			0.00
Aflac SPEVNT	-10.50			0.00
Health Insurance (pre-tax)	-54.73			0.00
Simple IRA	-43.27			-50.00
Total Deductions from Gross Pay	-146.57			-56.66
Adjusted Gross Pay	1,295.74	38		931.34
Taxes Withheld				
Federal Withholding	-103.00			-100.00
Medicare Employee	-19.42			-14.23
Social Security Employee	-83.02			-60.84
Medicare Employee Addl Tax	0.00			0.00
Total Taxes Withheld	-205.44			-175.07
Deductions from Net Pay				
Child Support	0.00			0.00
Child Support-Catchup	0.00			0.00
Total Deductions from Net Pay	0.00			0.00
Additions to Net Pay				
Insurance-Reimbursement(MC)	0.00			0.00
Truck Use Reimbursement	0.00			0.00
Total Additions to Net Pay	0.00			0.00
Net Pay	**1,090.30**	**38**		**756.27**
Employer Taxes and Contributions				
Federal Unemployment	0.00			0.00
Medicare Company	19.42			14.23
Social Security Company	83.02			60.84
TX - Unemployment Company	0.00			0.00
Aflac	0.00			6.66
Health Insurance (company paid)	54.73			0.00
Simple IRA Company Paid	43.27			29.64
Total Employer Taxes and Contributions	**200.44**			**111.37**

Sexton, Inc.
Payroll Summary
April 28 through May 4, 2023

	Jordan D Benes			Juan P Obregon
	Hours	Rate	Apr 28 - May 4, 23	Hours
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary			0.00	
Salary - Owner			0.00	
Holiday Pay		22.50	0.00	
Hourly Pay	40	22.50	900.00	40
Overtime Pay	15	33.75	506.25	11.5
Bonus			0.00	
Total Gross Pay	55		1,406.25	51.5
Deductions from Gross Pay				
ACC			0.00	
Aflac Accident			0.00	
Aflac Cancer			0.00	
Aflac Dental			0.00	
Aflac HOSP			0.00	
Aflac Life			0.00	
Aflac Short Term Disability			0.00	
Aflac SPEVNT			0.00	
Health Insurance (pre-tax)			-54.73	
Simple IRA			-98.44	
Total Deductions from Gross Pay			-153.17	
Adjusted Gross Pay	55		1,253.08	51.5
Taxes Withheld				
Federal Withholding			-163.00	
Medicare Employee			-19.60	
Social Security Employee			-83.79	
Medicare Employee Addl Tax			0.00	
Total Taxes Withheld			-266.39	
Deductions from Net Pay				
Child Support			0.00	
Child Support-Catchup			0.00	
Total Deductions from Net Pay			0.00	
Additions to Net Pay				
Insurance-Reimbursement(MC)			0.00	
Truck Use Reimbursement			0.00	
Total Additions to Net Pay			0.00	
Net Pay	**55**		**986.69**	**51.5**
Employer Taxes and Contributions				
Federal Unemployment			0.00	
Medicare Company			19.60	
Social Security Company			83.79	
TX - Unemployment Company			0.00	
Aflac			0.00	
Health Insurance (company paid)			54.73	
Simple IRA Company Paid			42.19	
Total Employer Taxes and Contributions			**200.31**	

Sexton, Inc.
Payroll Summary
April 28 through May 4, 2023

	Juan P Obregon		Melba K Sexton	
	Rate	Apr 28 - May 4, 23	Hours	Rate
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary		0.00		
Salary - Owner		0.00	1	
Holiday Pay	22.00	0.00		
Hourly Pay	22.00	880.00		
Overtime Pay	33.00	379.50		
Bonus		0.00		
Total Gross Pay		1,259.50	1	
Deductions from Gross Pay				
ACC		0.00		
Aflac Accident		0.00		
Aflac Cancer		0.00		
Aflac Dental		0.00		
Aflac HOSP		0.00		
Aflac Life		0.00		
Aflac Short Term Disability		0.00		
Aflac SPEVNT		0.00		
Health Insurance (pre-tax)		0.00		
Simple IRA		-50.38		
Total Deductions from Gross Pay		-50.38		
Adjusted Gross Pay		1,209.12	1	
Taxes Withheld				
Federal Withholding		-73.00		
Medicare Employee		-18.26		
Social Security Employee		-78.09		
Medicare Employee Addl Tax		0.00		
Total Taxes Withheld		-169.35		
Deductions from Net Pay				
Child Support		0.00		
Child Support-Catchup		0.00		
Total Deductions from Net Pay		0.00		
Additions to Net Pay				
Insurance-Reimbursement(MC)		0.00		
Truck Use Reimbursement		0.00		
Total Additions to Net Pay		0.00		
Net Pay		**1,039.77**	**1**	
Employer Taxes and Contributions				
Federal Unemployment		0.00		
Medicare Company		18.26		
Social Security Company		78.09		
TX - Unemployment Company		0.00		
Aflac		0.00		
Health Insurance (company paid)		0.00		
Simple IRA Company Paid		37.79		
Total Employer Taxes and Contributions		**134.14**		

Sexton, Inc.
Payroll Summary
April 28 through May 4, 2023

	Taylen D Moore			Wesley D Shirocky
	Hours	Rate	Apr 28 - May 4, 23	Hours
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary			0.00	
Salary - Owner			0.00	
Holiday Pay		17.00	0.00	
Hourly Pay	40	17.00	680.00	40
Overtime Pay	0.5	25.50	12.75	
Bonus			0.00	
Total Gross Pay	40.5		692.75	40
Deductions from Gross Pay				
ACC			0.00	
Aflac Accident			0.00	
Aflac Cancer			0.00	
Aflac Dental			0.00	
Aflac HOSP			0.00	
Aflac Life			0.00	
Aflac Short Term Disability			0.00	
Aflac SPEVNT			0.00	
Health Insurance (pre-tax)			0.00	
Simple IRA			0.00	
Total Deductions from Gross Pay			0.00	
Adjusted Gross Pay	40.5		692.75	40
Taxes Withheld				
Federal Withholding			-47.00	
Medicare Employee			-10.04	
Social Security Employee			-42.95	
Medicare Employee Addl Tax			0.00	
Total Taxes Withheld			-99.99	
Deductions from Net Pay				
Child Support			0.00	
Child Support-Catchup			0.00	
Total Deductions from Net Pay			0.00	
Additions to Net Pay				
Insurance-Reimbursement(MC)			0.00	
Truck Use Reimbursement			0.00	
Total Additions to Net Pay			0.00	
Net Pay	**40.5**		**592.76**	**40**
Employer Taxes and Contributions				
Federal Unemployment			0.00	
Medicare Company			10.04	
Social Security Company			42.95	
TX - Unemployment Company			0.00	
Aflac			0.00	
Health Insurance (company paid)			0.00	
Simple IRA Company Paid			0.00	
Total Employer Taxes and Contributions			**52.99**	

Sexton, Inc.
Payroll Summary
April 28 through May 4, 2023

	Wesley D Shirocky		William R Benes	
	Rate	Apr 28 - May 4, 23	Hours	Rate
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary		0.00	1	
Salary - Owner		0.00		
Holiday Pay	30.50	0.00		
Hourly Pay	30.50	1,220.00		
Overtime Pay	45.75	0.00		45.50
Bonus		0.00		
Total Gross Pay		1,220.00	1	
Deductions from Gross Pay				
ACC		0.00		
Aflac Accident		0.00		
Aflac Cancer		0.00		
Aflac Dental		0.00		
Aflac HOSP		0.00		
Aflac Life		0.00		
Aflac Short Term Disability		0.00		
Aflac SPEVNT		0.00		
Health Insurance (pre-tax)		0.00		
Simple IRA		0.00		
Total Deductions from Gross Pay		0.00		
Adjusted Gross Pay		1,220.00	1	
Taxes Withheld				
Federal Withholding		-120.00		
Medicare Employee		-17.69		
Social Security Employee		-75.64		
Medicare Employee Addl Tax		0.00		
Total Taxes Withheld		-213.33		
Deductions from Net Pay				
Child Support		0.00		
Child Support-Catchup		0.00		
Total Deductions from Net Pay		0.00		
Additions to Net Pay				
Insurance-Reimbursement(MC)		0.00		
Truck Use Reimbursement		0.00		
Total Additions to Net Pay		0.00		
Net Pay		**1,006.67**	**1**	
Employer Taxes and Contributions				
Federal Unemployment		0.00		
Medicare Company		17.69		
Social Security Company		75.64		
TX - Unemployment Company		0.00		
Aflac		0.00		
Health Insurance (company paid)		0.00		
Simple IRA Company Paid		0.00		
Total Employer Taxes and Contributions		**93.33**		

Sexton, Inc.
Payroll Summary
April 28 through May 4, 2023

	William R Benes	TOTAL		
	Apr 28 - May 4, 23	Hours	Rate	Apr 28 - May 4, 23
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary	1,516.50	1.00		1,516.50
Salary - Owner	0.00	2.00		2,884.62
Holiday Pay	0.00			0.00
Hourly Pay	0.00	474.50		10,750.75
Overtime Pay	0.00	45.00		1,411.50
Bonus	0.00			0.00
Total Gross Pay	1,516.50	522.50		16,563.37
Deductions from Gross Pay				
ACC	-12.18			-31.02
Aflac Accident	0.00			-22.23
Aflac Cancer	0.00			-41.51
Aflac Dental	0.00			-34.74
Aflac HOSP	0.00			-19.74
Aflac Life	0.00			-15.42
Aflac Short Term Disability	0.00			-22.50
Aflac SPEVNT	0.00			-15.42
Health Insurance (pre-tax)	-211.62			-698.85
Simple IRA	-45.50			-607.82
Total Deductions from Gross Pay	-269.30			-1,509.25
Adjusted Gross Pay	1,247.20	522.50		15,054.12
Taxes Withheld				
Federal Withholding	-142.00			-1,408.00
Medicare Employee	-18.75			-227.33
Social Security Employee	-80.15			-972.00
Medicare Employee Addl Tax	0.00			0.00
Total Taxes Withheld	-240.90			-2,607.33
Deductions from Net Pay				
Child Support	0.00			-290.31
Child Support-Catchup	0.00			0.00
Total Deductions from Net Pay	0.00			-290.31
Additions to Net Pay				
Insurance-Reimbursement(MC)	0.00			0.00
Truck Use Reimbursement	0.00			0.00
Total Additions to Net Pay	0.00			0.00
Net Pay	**1,006.30**	**522.50**		**12,156.48**
Employer Taxes and Contributions				
Federal Unemployment	0.00			0.00
Medicare Company	18.75			227.33
Social Security Company	80.15			972.00
TX - Unemployment Company	0.00			0.00
Aflac	0.00			6.66
Health Insurance (company paid)	54.73			437.84
Simple IRA Company Paid	45.50			383.74
Total Employer Taxes and Contributions	**199.13**			**2,027.57**

EquipmentWatch.

www.equipmentwatch.com
All prices shown in US dollars ($)

Rental Rate Blue Book®

May 11, 2023

Ford F-350
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
N/A

Configuration for F-350

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**385.0 hp**	Power Mode	**Gasoline**
Ton Rating	**1.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $1,015.00	USD $285.00	USD $71.00	USD $11.00	USD $30.02	USD $35.79
Adjustments						
Region (Texas: 101%)	USD $10.15	USD $2.85	USD $0.71	USD $0.11		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,025.15**	**USD $287.85**	**USD $71.71**	**USD $11.11**	**USD $30.02**	**USD $35.84**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.91
Idling Rate	USD $31.10

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	USD $568.40/mo
Overhaul (ownership)	22%	USD $223.30/mo
CFC (ownership)	9%	USD $91.35/mo
Indirect (ownership)	13%	USD $131.95/mo
Fuel (operating) @ USD 3.46	84%	USD $25.28/hr

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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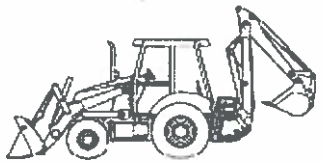
All prices shown in US dollars ($)

Rental Rate Blue Book®

May 11, 2023

Caterpillar 420F2 IT
Tractor-Loader-Backhoes

Size Class:
13.5 - 14.4 ft
Weight:
N/A



Configuration for 420F2 IT

Drive	**4WD**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $9,655.00	USD $2,705.00	USD $675.00	USD $100.00	USD $35.78	USD $90.64
Adjustments						
Region (Texas: 100.1%)	USD $9.65	USD $2.70	USD $0.68	USD $0.10		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $9,664.66**	**USD $2,707.71**	**USD $675.67**	**USD $100.10**	**USD $35.78**	**USD $90.69**

Non-Active Use Rates

	Hourly
Standby Rate	USD $27.46
Idling Rate	USD $70.27

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	24%	USD $2,317.20/mo
Overhaul (ownership)	45%	USD $4,344.75/mo
CFC (ownership)	17%	USD $1,641.35/mo
Indirect (ownership)	14%	USD $1,351.70/mo
Fuel (operating) @ USD 4.25	43%	USD $15.36/hr

Revised Date: 2nd quarter 2023

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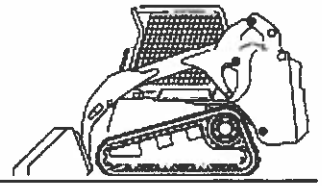
Rental Rate Blue Book®

May 11, 2023

Bobcat T550
Compact Track Loaders

Size Class:
1751 - 2200 lbs
Weight:
N/A



Configuration for T550

Operator Protection	**Enclosed**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $7,525.00	USD $2,110.00	USD $530.00	USD $80.00	USD $28.31	USD $71.07
Adjustments						
Region (Texas: 100.1%)	USD $7.53	USD $2.11	USD $0.53	USD $0.08		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,532.52**	**USD $2,112.11**	**USD $530.53**	**USD $80.08**	**USD $28.31**	**USD $71.11**

Non-Active Use Rates

	Hourly
Standby Rate	USD $21.40
Idling Rate	USD $53.17

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	20%	USD $1,505.00/mo
Overhaul (ownership)	53%	USD $3,988.25/mo
CFC (ownership)	11%	USD $827.75/mo
Indirect (ownership)	16%	USD $1,204.00/mo
Fuel (operating) @ USD 4.25	37%	USD $10.37/hr

Revised Date: 2nd quarter 2023

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Rental Rate Blue Book®

May 11, 2023

Miscellaneous 1200 4000
Water Trailers

Size Class:
To 4,500 gal
Weight:
24000 lbs

Configuration for 1200 4000

Pump Capacity	**1200.0 gal/min**	Tank Capacity	**4000.0 gal**
Power Mode	**Manual**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $1,470.00	USD $410.00	USD $105.00	USD $16.00	USD $6.23	USD $14.58
Adjustments						
Region (Texas: 99.2%)	(USD $11.76)	(USD $3.28)	(USD $0.84)	(USD $0.13)		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,458.24**	**USD $406.72**	**USD $104.16**	**USD $15.87**	**USD $6.23**	**USD $14.52**

Non-Active Use Rates

	Hourly
Standby Rate	USD $4.14
Idling Rate	USD $8.29

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	USD $588.00/mo
Overhaul (ownership)	24%	USD $352.80/mo
CFC (ownership)	17%	USD $249.90/mo
Indirect (ownership)	19%	USD $279.30/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2023

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602 W HWY 79
HUTTO, TX 78634 (512)759-3688

8439 00001 62669 05/01/23 01:20 PM
SALE CASHIER IRENE

0000-999-835 PALLET DEP <A,U> 25.00
PALLET DEPOSIT-REFUNDABLE ON RETURN
Instant Vol Savings
0000-169-765 80LB CONCRET <A>
80LB QUIKRETE CONCRETE MIX
4205 13 215.46
MAX REFUND VALUE $193.91/42
Instant Vol Savings -21.55

SUBTOTAL	218.91
SALES TAX	18.06
TOTAL	$236.97

XXXXXXXXXXXX0559 VISA USD$ 236.97
AUTH CODE 03526G/1011078 TA
Chip Read
AID A0000000031010 CHASE VISA

P.O #/JOB NAME: SAMSUNG
<U> - NON-DISCOUNTABLE ITEM

James Gonzalez

8439 05/01/23 01:20 PM

8439 01 62669 05/01/2023 2038

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	07/30/2023

****
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PASSWORD: 23251 125627

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary

Stocklin Co

1803 County Road 107
Hutto TX 78634
Work: 512-930-0029 Fax: 512-930-8129

Statement

Date: 05/01/23
Page: 1

Sexton Inc.
2472 Washburn Road
Luling TX 78648

Date	Invoice#	Invoice Comment	PO#	Receivables Reference	Charges	Payments/ Credits	Amount Due
04/06/23	99407.01	Revised Invoice		510 County Road 401	407.17		407.17
04/10/23	99510			510 County Road 401	415.82		415.82
04/11/23	99581.01	Revised Invoice		510 County Road 401	1,695.93		1,695.93
04/17/23	99764			3406 W 2nd Street	471.19		471.19
04/19/23	99917			3406 W 2nd Street	1,386.24		1,386.24

Current	Over 30	Over 45	Over 60	Balance Due
4,376.35	.00	.00	.00	4,376.35

Commissioners Court - Regular Session **41.**

Meeting Date: 08/22/2023

23IFB12 CR 245 Reconstruction - Change Order #1 (Karst & Structure Removal)

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 $20,980.10 for Project 23IFB12 CR 245 Reconstruction (Joe Bland Construction) P: 353 Funding Source: Road Bond.

Background

This Change Order compensates the contractor for removing an existing building that encroaches the new ROW, north of the Worship Place Church, that was not identified in the plans. This Change Order also compensates the contractor for closing two karst features that were encountered while excavating to subgrade south of Smokestack Lane. The closure pours were placed per TCEQ recommendations. Please see attached Change Order for additional information.

This Change Order results in a net increase of $20,980.10 to the Contract amount, for an adjusted Contract total of $6,990,175.31. The original Contract amount was $6,969,195.21. As a result of this and all Change Orders to-date, $20,980.10 has been added to the Contract, resulting in a 0.30% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB12-CR 245-CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:37 AM
Form Started By: Julissa Vasquez		Started On: 08/15/2023 08:37 AM
Final Approval Date: 08/17/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Joe Bland Construction**

2. Change Order Work Limits: Sta. **105+00** to Sta. **155+78**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **1B, 2E** (3 Max. - In order of importance - Primary first)

Project:	***23IFB12***
Roadway:	**CR 245**
CSJ Number:	

5. Describe the work being revised:

1. Design Error or Omission. 1B. Other: This Change Order compensates the controctor for removing a portion of a structure that encroaches the new ROW. **2. Differing in Site Conditions: (Unforseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9).** This Change Order addresses karst features that were encountered while excavating to subgrade south of Smokestack Ln. The karst features were closed per SWCA and TCEQ recomendations.

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 8/14/2023

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$20,980.10**

RECOMMENDED FOR EXECUTION:

_____ 8/15/2023
Project Manager Date

N/A
Design Engineer Date

_____ 8/15/2023
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 # 23IFB12***

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
496-6041	REMOVE STRUCTURE (LARGE)	LS	$16,065.00	0.00	$0.00	1.00	1.00	$16,065.00	$16,065.00
999-WC02	KARST FEATURE (CLOSURE POUR)	LS	$4,915.10	0.00	$0.00	1.00	1.00	$4,915.10	$4,915.10
TOTALS					$0.00			$20,980.10	$20,980.10

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 245
Williamson County Project No. 23IFB12

Change Order No. 1
Reason for Change

This Change Order compensates the contractor for removing an existing building that encroaches the new ROW north of the Worship Place Church that was not identified in the plans. This Change Order also compensates the contractor for closing 2 karst features that were encountered while excavating to subgrade south of Smokestack Lane. The closure pours were placed per TCEQ recommendations.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	KARST FEATURE (CLOSURE POUR)	1	LS
496-6041	REMOVE STR (LARGE)	1	EA

This Change Order results in a net increase of $20,980.10 to the Contract amount, for an adjusted Contract total of $6,990,175.31. The original Contract amount was $6,969,195.21. As a result of this and all Change Orders to date, $20,980.10 has been added to the Contract, resulting in a 0.30% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Joe Bland Construction, L.P.
13111 Dessau Rd.
Austin, Texas 78754
(512)821-2808 Fax: (512)670-0694

June 30, 2023

CR 245

CHANGE ORDER #1 (Structure Demo)

Item	Description	Unit	Quantity	Unit Price	Total Amount
1	Sub Cost 496-6041 Remove Structure (Large)	LS	1.00	$ 15,300.00	$ 15,300.00
2	JBC Mark-Up (5%)	LS	1.00	$ 765.00	$ 765.00

This price is to demo out 8ft of the building, saw cut and remove the slab, and haul all materials offsite.

CHANGE ORDER TOTAL: **$ 16,065.00**

This price is in line with TxDOT bid average for Lg Structure Removal.

SUBMITTED BY:
Joe Bland Construction, L.P.

Kyle Klussmann — Date: 6-30-23

APPROVED:

HNTB — Date

APPROVED:

Wilco — Date

Texas Department of Transportation
Form 316 (Rev.09-04)

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO. _____

County Wilco, Tx Project CR 245 CSJ _____ Highway _____

Date 6/1/23 Station _____ to Station _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
				Gregorio Estrad	8		25-		200.00
				Juan Gonzalez	8		19.50		156.00
				Alvaro Osorio	8		20-		160.00
				Rigo Ochoa	8		19.50		156.00
									$ 672.00
		Total						Total	672.00

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Pouring flow fill to fill up voids	CY	16
	$140.00/CY	= $2240.00
Total: M, L + E		$ 2,912.00
		1,362.00
		4,274.00
		(.15) 641.10
		$ 4,915.10

KK 6-17-23

JOE BLAND CONSTRUCTION, L.L.C.
13111 Dessau Road
Austin, Texas 78754

Contractor

by _____ / Proj. Mgr.
Signature and Title

6-12-23

Inspector

Area Engineer

Texas Department of Transportation
Form 316 (Rev.09-04)

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO. _____

County Wilco, TX Project CR 245 CSJ _____ Highway _____

Date 5/30/23 Station _____ to Station _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
416 CAT Rubber	8	55.00	$440.00
Tire Backhoe			
Total			440.00

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Gregorio Estrad	8		25-		200.00
Juan Gonzalez	8		19.50		156.00
Alvaro Osorio	8		20-		160.00
Rigo Ochoa	8		19.50		156.00
					$672.00
Total					672.00

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Cleaning out voids and installing gravel bags	Ea	100
	@ $2.50/ea	= $250.00
Total: M, L + E		$1,362.00

JOE BLAND CONSTRUCTION, LP
13111 Dessau Road
Austin, Texas 78754

Contractor

by _____
Signature and Title

6-12-23

Inspector

Area Engineer

DATE 06/12/2023 PRP494

10 000 Joe Bland Construction,LP
13111 Dessau Road
Austin TX 78754
512-821-2808 FED ID# 74-2780284

TIME 15:33 PAGE 3

PAGE 3 OF ____ PAYROLL NO. ___

CERTIFIED PAYROLL REPORT

WEEK ENDING - 06/04/2023

Job 997 CR245 Reconstruction

Joe Bland Construction
Georgetown,Wilco TX 78633

WAGE DECISION NO.
CONTRACT NUMBER 00000

CONTRACT START 01/01/2023

NAME / ADDRESS / ZIP CODE / SOCIAL SEC# / EXM	WORK CLASS	S E MIN X CDE	HOURS WORKED THIS Job 5/ 29 MON	5/ 30 TUE	5/ 31 WED	6/ 01 THU	6/ 02 FRI	6/ 03 SAT	6/ 04 SUN	TOT HOUR	TY	PAY RATE	--- THIS Job --- TX TVL NTX TVL TX ADJ NTX ADJ	CHK DATE BENEFITS SCK PAY TOT PAY	THIS WEEK FICA FED W/T ST W/T LOC W/T	SDI UNION OTHER SUT W/T	TOT PAY TOT DED NET PAY CHECK #	TOT HRS TOT ST TOT OV TOT OT
Alvaro Osorio	1172 Labor Com	M 2	.00	10.00	10.00	10.00	10.00	.00	.00	40.00	ST	20.000	.00	060923	79.56	.00	1040.00	48.00
7303 Providence Avenue	1172 Labor Com		.00	00	00	00	.00	8.00	00	8.00	OV	30.000	.00	.00	.00	.00	79 56	40.00
Austin TX			00										.00	.00	.00	.00	960.44	8.00
78752 XXX-XX-3250 00			00										.00	1040.00	.00	.00	000367507	.00
Gregorio R Estrada	1369 Frnt EndLd	M 2	.00	10.00	10.00	8.00	10.00	2.00	.00	40.00	ST	25.000	.00	060923	87.23	.00	1225.00	46.00
125 Wild Senna	1369 Frnt EndLd		.00	.00	.00	.00	.00	6.00	.00	6.00	OV	37.500	.00	.00	64.00	.00	269.67	40.00
Pflugerville TX			.00										.00	.00	.00	118.44	955.33	6.00
78660 XXX-XX-6757 03			.00										.00	1225.00	.00	.00	000367593	.00
Rigo Tomas Ochoa	1172 Labor Com	M 2	.00	10.00	10.00	10.00	10.00	.00	.00	40.00	ST	19.500	.00	060923	77.57	.00	1014.00	48.00
1915 Wells Branch Parkway	1172 Labor Com		.00	.00	00	.00	.00	8.00	.00	8.00	OV	29.250	.00	.00	85.00	.00	174.90	40.00
Austin TX			.00										.00	.00	.00	12.33	839.10	8.00
78728 XXX-XX-7900 00			.00										.00	1014.00	.00	.00	000367595	.00
Juan Gonzalez	1175 Labr Utl	M 2	.00	10.00	10.00	10.00	10.00	.00	.00	40.00	ST	19.500	.00	060923	77.57	.00	1014.00	48.00
1515 Wickersham Lane	1175 Labr Utl		.00	.00	.00	.00	.00	8.00	00	8.00	OV	29.250	.00	.00	.00	.00	77.57	40.00
Austin TX			.00										.00	.00	.00	.00	936.43	8.00
78747 XXX-XX-6520 00			.00										.00	1014.00	.00	.00	000367596	.00

Commissioners Court - Regular Session **42.**

Meeting Date: 08/22/2023

23IFB13 Bud Stockton - Change Order #2 (HMAC Repair)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $97,110.00 for Project 23IFB13 Bud Stockton Extension (Cash Construction) P: 307 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for performing full-depth pavement repairs to the existing roadway on Bud Stockton Loop prior to the final asphalt overlay being placed. Please see attached Change Order for additional information.

This Change Order results in a net increase of $97,110.00 to the Contract amount, for an adjusted Contract total of $6,050,215.59. The original Contract amount was $5,917,275.00. As a result of this and all Change Orders to-date, $132,940.59 has been added to the Contract, resulting in a 2.25% net increase in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB13 Bud Stockton CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:37 AM
Form Started By: Julissa Vasquez		Started On: 08/15/2023 08:46 AM
Final Approval Date: 08/17/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Cash Construction**

2. Change Order Work Limits: Sta. **603+26** to Sta. **608+36**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***23IFB13***
Roadway:	**Bud Stockton Extension**
CSJ Number:	

5. Describe the work being revised:

2. Differing Site Conditions (unforseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

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 08/15/2023

By

Typed/Printed Name Ty Egbert

Typed/Printed Title Senior Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$97,110.00**

RECOMMENDED FOR EXECUTION:

8/15/2023
Project Manager Date

N/A
Design Engineer Date

8/15/2023
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: 2 ***Project # 22IFB13***

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
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	SY	$64.74	0.00	$0.00	1,500.00	1,500.00	$97,110.00	$97,110.00
TOTALS					$0.00			$97,110.00	$97,110.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Bud Stockton Extension
Williamson County Project No. 23IFB13

Change Order No. 2
Reason for Change

This Change Order compensates the Contractor for performing full-depth pavement repairs to the existing roadway on Bud Stockton Loop prior to the final asphalt overlay being placed. Due to the condition of the existing roadway, it is necessary to perform this work to help minimize future repairs to the roadway section.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	1,500	SY

This Change Order results in a net increase of $97,110.00 to the Contract amount, for an adjusted Contract total of $6,050,215.59. The original Contract amount was $5,917,275.00. As a result of this and all Change Orders to-date, $132,940.59 has been added to the Contract, resulting in a 2.25% net increase in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CONTRACTOR:	CASH CONSTRUCTION COMPANY, LTD.					
PROJECT:	1008 - Bud Stockton Extension					
ITEM:	CPR #3 - 6" Pavement Repair					
DATE:	7/19/2023					
				Additional	Unit	Bid
Item #	Description	Qty.	Unit	Days	Bid	Amount
1	6" Pavement Repair	1,500	SY	~~2~~	$64.74 ✓	$97,110.00
	GRAND TOTAL					**$97,110.00** ✓
PRICES EXCLUDE:						

SY price is in line with TxDOT Bid Average.

BREAKDOWN WORKSHEET

Item: CPR #3 - 6" Pavement Repair

Date: 7/19/2023

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	0	HR	$60.73	$0.00			
Forman (1)	0	HR	$49.12	$0.00			
Laborer (3)	60	HR	$24.47	$1,468.20			
Operator (1)	0	HR	$24.47	$0.00			
Pipe Layer	0	HR	$26.95	$0.00			
Subtotal				$1,468.20			
MATERIAL							
Cold Mix	0	TONS	$0.00		$0.00		
Concrete	0	CY	$0.00		$0.00		
Bedding	0	TNS	$0.00		$0.00		
Subtotal					$0.00		
EQUIPMENT							
CAT 322	0	HR	$114.06			$0.00	
CAT 320	0	HR	$126.55			$0.00	
JD 624	0	HR	$71.06			$0.00	
Foreman Truck	0	HR	$23.88			$0.00	
Subtotal						$0.00	
SUB							
ALPHA	1	LS	$88,410.61				$88,410.61
Haul Off	0	LD	$200.00				$0.00
Subtotal							$88,410.61
Subtotals				$1,468.20	$0.00	$0.00	$88,410.61
Burden on Direct Labor - 55%				$807.51			
Direct Labor - 25% (OH&P)				$568.93			
Material -15% (OH&P)					$0.00		
Equipment - 15% (OH&P)						$0.00	
Subcontracts -5% (OH&P)							$4,420.53
Subtotals				$2,844.64	$0.00	$0.00	$92,831.14

Change Proposal Subtotal	$95,675.78
Bond (1.5%)	$1,435.14
Total Change Proposal	$97,110.91

Commissioners Court - Regular Session **43.**

Meeting Date: 08/22/2023

23IFB8 Corridor H Sam Bass Rd. - Change Order #2 (Driveway Corrections)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $5,250.00 for Project 23IFB8 Corridor H - Sam Bass Rd. (Cash Construction) P: 462 Funding Source: Road Bond.

Background

This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1. Please see the attached Change Order.

This Change Order results in a net increase of $5,250.00 to the Contract amount, for an adjusted Contract total of $33,757,130.88. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,388,828.12 has been deducted from the Contract, resulting in a 6.61% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB8-Corridor H_CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:38 AM
Form Started By: Julissa Vasquez		Started On: 08/15/2023 01:08 PM
Final Approval Date: 08/17/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Cash Construction**

2. Change Order Work Limits: Sta. **Varies** to Sta. **Varies**

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. 23IFB8***
Roadway:	***Sam Bass Rd.***
CSJ Number:	

5. Describe the work being revised:

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

6. Work to be performed in accordance with Items: **N/A**

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 8/10/2023

By

Typed/Printed Name Hunter Driskell

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **$5,250.00**

RECOMMENDED FOR EXECUTION:

8/14/2023
Project Manager Date

N/A
Design Engineer Date

8/15/2023
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: *2* ***Project #*** *Corridor H - Sam Bass Rd. 23IFB8*

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
530-6004	DRIVEWAYS (CONC)	SY	$43.00	1,824.00	$78,432.00	(51.00)	1,773.00	$76,239.00	($2,193.00)
530-6004	DRIVEWAYS (CONC)	SY	$105.00	1,773.00	$186,165.00	51.00	1,824.00	$191,520.00	$5,355.00
530-6005	DRIVEWAYS (ACP)	SY	$72.00	3,582.00	$257,904.00	72.00	3,654.00	$263,088.00	$5,184.00
530-6005	DRIVEWAYS (ACP)	SY	$43.00	3,582.00	$154,026.00	(72.00)	3,510.00	$150,930.00	($3,096.00)
TOTALS					$676,527.00			$681,777.00	$5,250.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Corridor H – Sam Bass Road
Williamson County Project No. 23IFB8

Change Order No. 2

Reason for Change

This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

This Change Order results in a net increase of $5,250.00 to the Contract amount, for an adjusted Contract total of $33,757,130.88. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,388,828.12 has been deducted from the Contract, resulting in a 6.61% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order at this time.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session **44.**

Meeting Date: 08/22/2023

22IFB39 - CR 111 Westinghouse Rd Change Order #11 (City of Georgetown WL)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 11 in the amount of $81,433.12 for Project 22IFB39 CR 111 Westinghouse Rd (Capital Excavation) P: 292 Funding Source: Road Bond.

Background

This Change Order provides compensation to Contractor for relocating a City of Georgetown water line that is in conflict with the proposed driveway culvert. Please see attached Change Order for additional information.

This Change Order results in an increase of $81,433.12 to the Contract amount, for an adjusted Contract total of $22,244,981.80. The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $1,220,648.92 has been added to the Contract, resulting in a 5.81% increase in the Contract cost. As a result of this Change Order, zero (0) days will be added to the Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB39 - CR 111 Westinghouse Rd - CO#11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:38 AM
Form Started By: Julissa Vasquez		Started On: 08/16/2023 12:38 PM
Final Approval Date: 08/17/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 11

1. CONTRACTOR: Capital Excavation

2. Change Order Work Limits: Sta. 14+50 to Sta. 19+00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 6C (3 Max. - In order of importance - Primary first)

Project:	***221FB39***
Roadway:	CR 111 Westinghouse
CSJ Number:	

5. Describe the work being revised:

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compenstates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

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 8.15.23

By

Typed/Printed Name JOE CHESNEY

Typed/Printed Title

The following information must be provided

Time Ext. #: Days added on this CO: 0

Amount added by this change order: **$81,433.12**

RECOMMENDED FOR EXECUTION:

Project Manager 8/15/2023
Date

N/A
Design Engineer Date

Christen Eschberger 8/15/2023
Program Manager Date

Design Engineer's Seal:

see attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *11* ***Project #*** *221FB39*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC06	12 INCH DUCTILE IRON PIPE AND FITTINGS	LF	$318.03	0.00	$0.00	240.00	240.00	$76,327.20	$76,327.20
999-WC07	1.5 INCH WATER SERVICE	EA	$5,105.92	0.00	$0.00	1.00	1.00	$5,105.92	$5,105.92
TOTALS					$0.00			$81,433.12	$81,433.12

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

CR 111 Westinghouse Rd
Williamson County Project No. 22IFB39
Change Order No. 11

Reason for Change

This Change Order provides payment to the Contractor for additional work to relocate the City of Georgetown's 12-inch water line that was in conflict with the proposed drainage culverts at Driveway 1. The cover over the existing water line is insufficient and it is being relocated between the proposed box culvert and the ROW, along the north side of the project. With this relocation there is also a service to the adjacent property that has to be relocated.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC06	12 INCH DUCTILE IRON PIPE AND FITTINGS	240	LF
999-WC07	1.5 INCH WATER SERVICE	1	EA

This Change Order results in an increase of $81,433.12 to the Contract amount, for an adjusted Contract total of $22,244,981.80. The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $1,220,648.92 has been added to the Contract, resulting in a 5.81% increase in the Contract cost. As a result of this Change Order, zero (0) days will be added to the Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 24

Date: 7/21/2023

QuoteTo: Chuck Evans
HNTB CORPORATION

Project: CR 111 / 110 (1024)
Capital Project #: 1024
Description: Relocate 12" Water for Driveway #1 Conflict

Item	Description	Quantity	Unit	Unit Price	Amount
	12IN Ductile Iron Pipe and Fittings	240.00	LF	318.03	76,327.20
	1.5IN Water Service	1.00	EA	5,105.92	5,105.92
GRAND TOTAL					81,433.12

Scope: Price to relocate the 12" water line currently in conflict with propsed work at driveway #1.

Capital Excavation Requests an additional : day(s)

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 36 **DATE:** 4/21/2023

PROJECT: 22IFB39 - CR 111 / Westinghouse **RESPONSE REQUESTED BY DATE:** 4/28/2023

TO: HNTB: Chuck Evans; Eddie Church, P.E.

REFERENCE: DW #1 Culvert in Conflict with Existing Waterline

PROBLEM:

The proposed culvert under DW #1 is shown to be placed directly over the top of the existing waterline.
Downstream:
FL of culvert 827.21
Top of water 826.59

Upstream:
FL of culvert 829.51
Top of water 827.39

There is also an exiting fire hydrant in the riprap on the upstream side of Culvert 1 that may be in conflict with the current proposed slope of the riprap.

RECOMMENDED SOLUTION:

Andy Wynes	N/A
Originator	Supervisor

RESPONSE:

Based off of the information provided, please install a new section of 12in WL north of the existing line and 45 degree it back into the existing line on the east side of the proposed box culverts. The depth of the new line should be per COGT Specs. This would also include tying in the existing service line on the west side of the proposed boxes. Please document all field changes for this new line in the As Built plans.

Steven Shull, HNTB Corporation	6/29/2023
Responder	Date

Sign, Date & Return to HNTB via e-mail.

Mail original to: HNTB Corporation
101 E. Old Settlers Blvd.
Round Rock, Texas 78664

Attachments to RFI:
Cc:

FILE: P:\22000-22999\22009_Wilco CR111 Route Study\Drawings\Plans\Roadway\Plan & Profile - CR 111.dgn
PENTABLE: S:\Software\Bentley\WorkSpace\System\plt\cfg\pdf.pltcfg
PRINTED: 1/8/2021 @ 2:26:34 PM
C:\ProgramData\Bentley\MicroStation CONNECT Edition\ (SELECTseries)\WorkSpace\System\plt\cfg\pdf.pltcfg

34.82 AC
PDC LAND AND CATTLE, LTD.
2007033370

BEGIN CURB & GUTTER
STA. 10+64.44
O/S 95.38' LT
(BOC)

RADIUS POINT
STA. 10+90.96
O/S 6.00' RT

LIMITS OF OFFSITE CONSTRUCTION

BEGIN 20' WIDE CONC. LINED V-DITCH W/ 25' TRANSITION FROM TRAPEZOID AT D.S. END OF BOX
50 CY

PROPOSED DRAINAGE EASEMENT (~40'x150')

STA. 17+85
O/S 9.50' LT
(BOC)

500 LF MBGF
(FACE TO BE 1' BEHIND CURB)

Approx 200 LF 12" WL pipe

45 degree bend

STA. 16+85
O/S 2.50' RT
(BOC)

45 degree bend

MOW STRIP
29 CY

PROPOSED ℄

PROP. R.O.W.

DW#1

SGT

50'R

connect existing service

2.0%

36" PVMT

PT 12+80.56

PC 15+61.99

PT 17+48.04

PC 18+13.12

PT 20+13.17

20+00

10+00

PC 10+00.00

50'R

BEGIN PROJECT
STA. 10+64.57
MATCH EXISTING PAVEMENT

BEGIN CURB & GUTTER
STA. 10+69.29
O/S 100.09' RT
(BOC)

PROP. R.O.W.

COLORED TEXTURED CONCRETE
874 SY

PLANE ASPH CONC (7")
386 SY

STA. 17+55
O/S 9.50' RT
(BOC)

STA. 18+55
O/S 2.50' LT
(BOC)

Connect to existing

PROP. CULVERT 1 ℄
STA. 19+00.00
SEE CROSS-CULVERT LAYOUT SHEET 1

PROPOSED DRAINAGE EASEMENT (~50'x150')

MATCH LINE STA. 21+00

FM 1460

60 ACRES
DANNY HULLUM FAMILY LAND TRUST
9707226 & 9816900

Lower the water line to the minimum depth required by COG
Relocate the existing water service if needed

LEGEND

- PROPOSED RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPERTY LINE
- PROPOSED CENTERLINE
- PROPOSED DITCH FLOWLINE AND DIRECTION
- PROPOSED PROFILE
- EXISTING GROUND AT PROPOSED CENTERLINE
- LEFT DITCH PROFILE
- RIGHT DITCH PROFILE
- OBLITERATE & ABANDON EXISTING PAVEMENT

NOTES:
1. UNLESS OTHERWISE NOTED, DIMENSIONS AND RADIUS CALLOUTS ARE FROM LIP OF GUTTER.

REVISION 2 ONLY

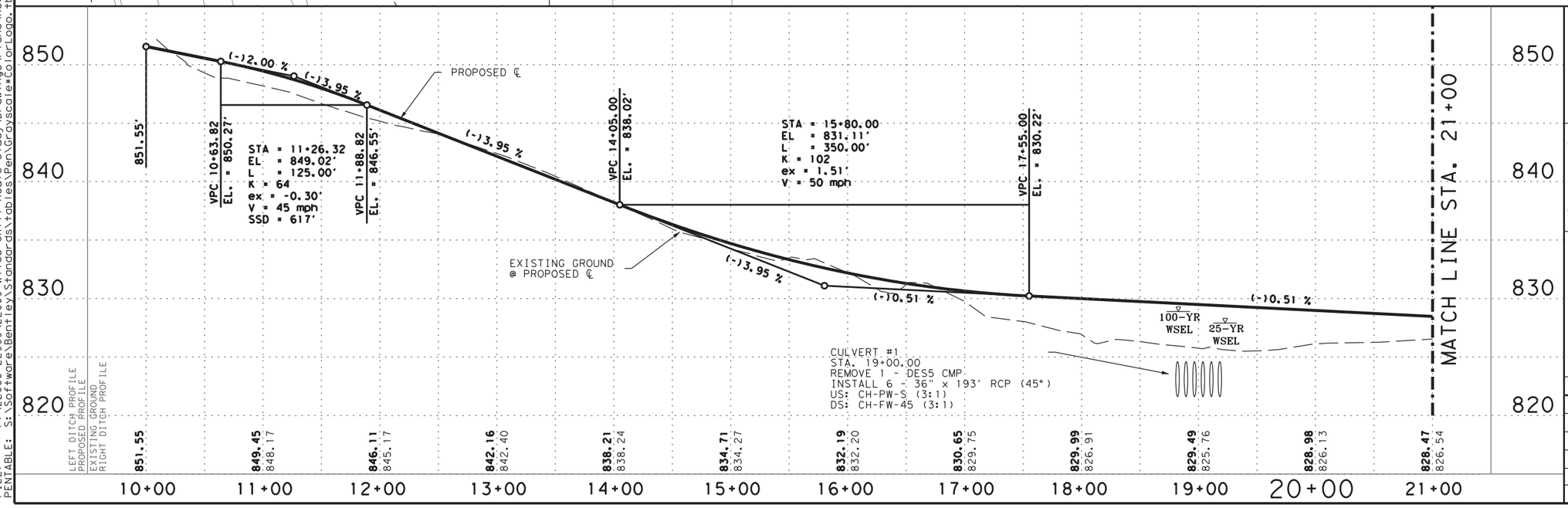
STATE OF TEXAS
BRYAN ERIC MOORE
98920
LICENSED PROFESSIONAL ENGINEER
12/3/2020

N

0 25 50 75 100
SCALE IN FEET

STATE OF TEXAS
BENJAMIN R. LAKE
118699
LICENSED PROFESSIONAL ENGINEER
11/15/16

2 (10/22/20): HNTB REVISIONS



WILLIAMSON COUNTY
1848

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STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TBPE FIRM NO. 181 TBPLS FIRM NO. 10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

WILLIAMSON COUNTY
CR 111 IMPROVEMENTS

CR 111
PLAN & PROFILE

SHEET 1 OF 18

DATE: 1/8/2021	DN:	DW:	CK:	AP:	
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.				SHEET NO.
6	----				88
STATE	DIST.	COUNTY			
TEXAS	---	WILLIAMSON			
CONT.	SECT.	JOB	HIGHWAY NO.		
----	--	---	CR 111		

Commissioners Court - Regular Session **45.**

Meeting Date: 08/22/2023

Long Range Transportation Plan Updates

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

Background

The attached amendments are recommended by staff. Adjustments have been made to the proposed arterial and corridor networks to accommodate advances in design, incoming plats, and other developments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LRTP_ControlledAccess

WilCo-TranspPlan

WilCo-TranspPlanUpdates

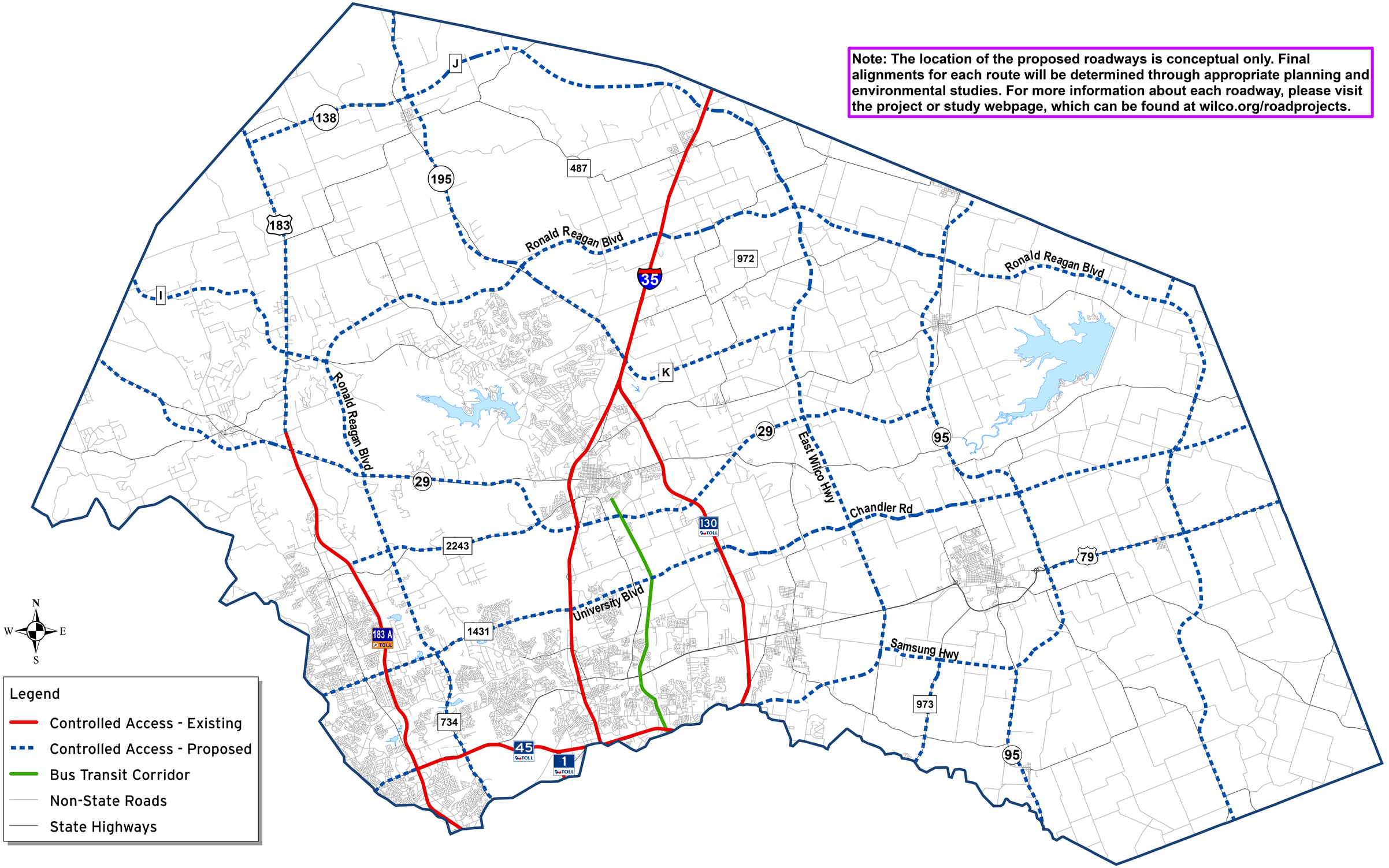
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:03 PM
Form Started By: Marie Walters		Started On: 08/16/2023 05:14 PM
Final Approval Date: 08/17/2023		

Revision date : 8/16/2023

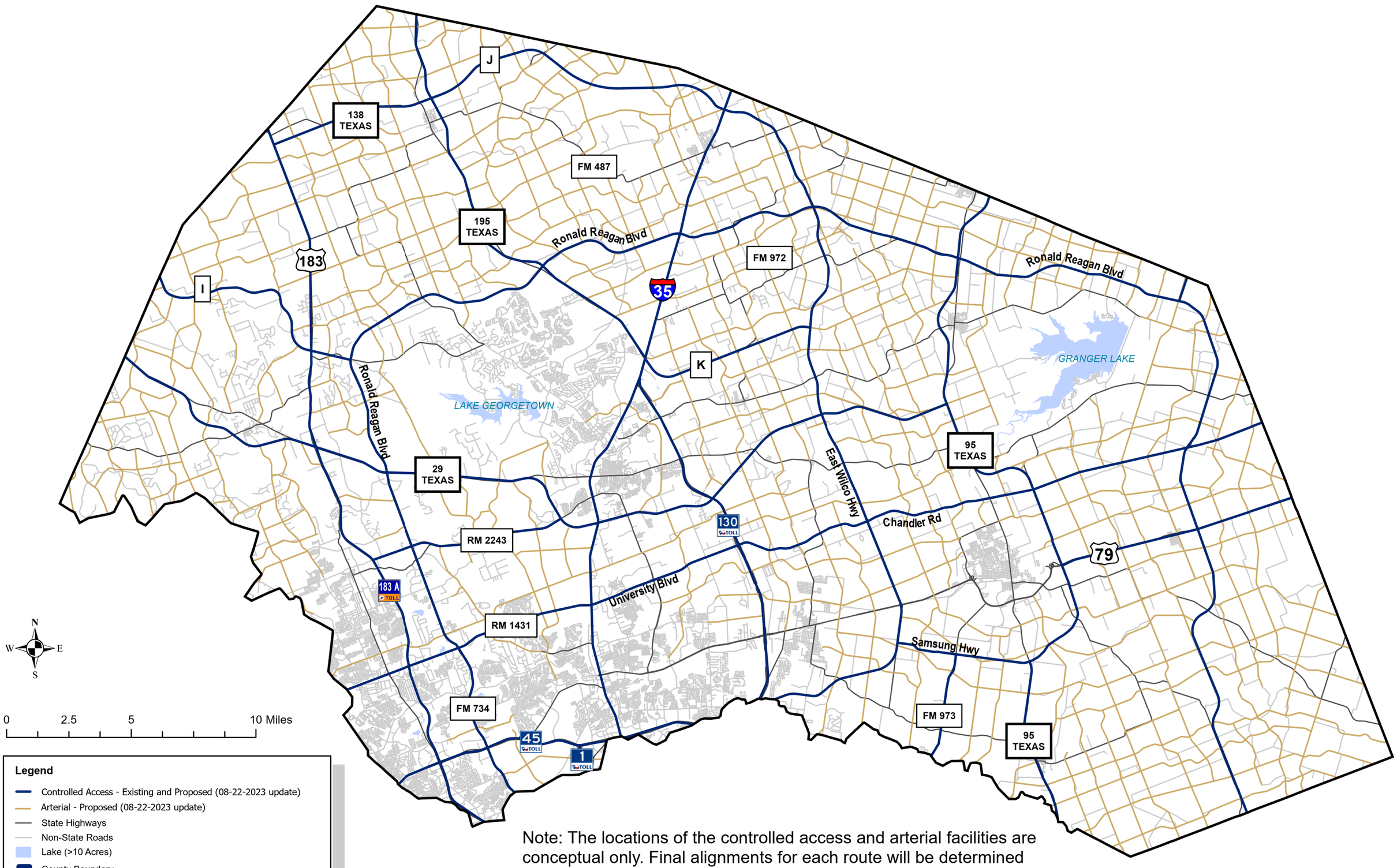
Conceptual Map of Proposed Controlled Access Facilities

Note: The location of the proposed roadways is conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies. For more information about each roadway, please visit the project or study webpage, which can be found at wilco.org/roadprojects.



Document Path: \\ausw001jobs2\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2023-08-15-LRTP Proposed Arterials-11x17.aprx

Williamson County Transportation Plan



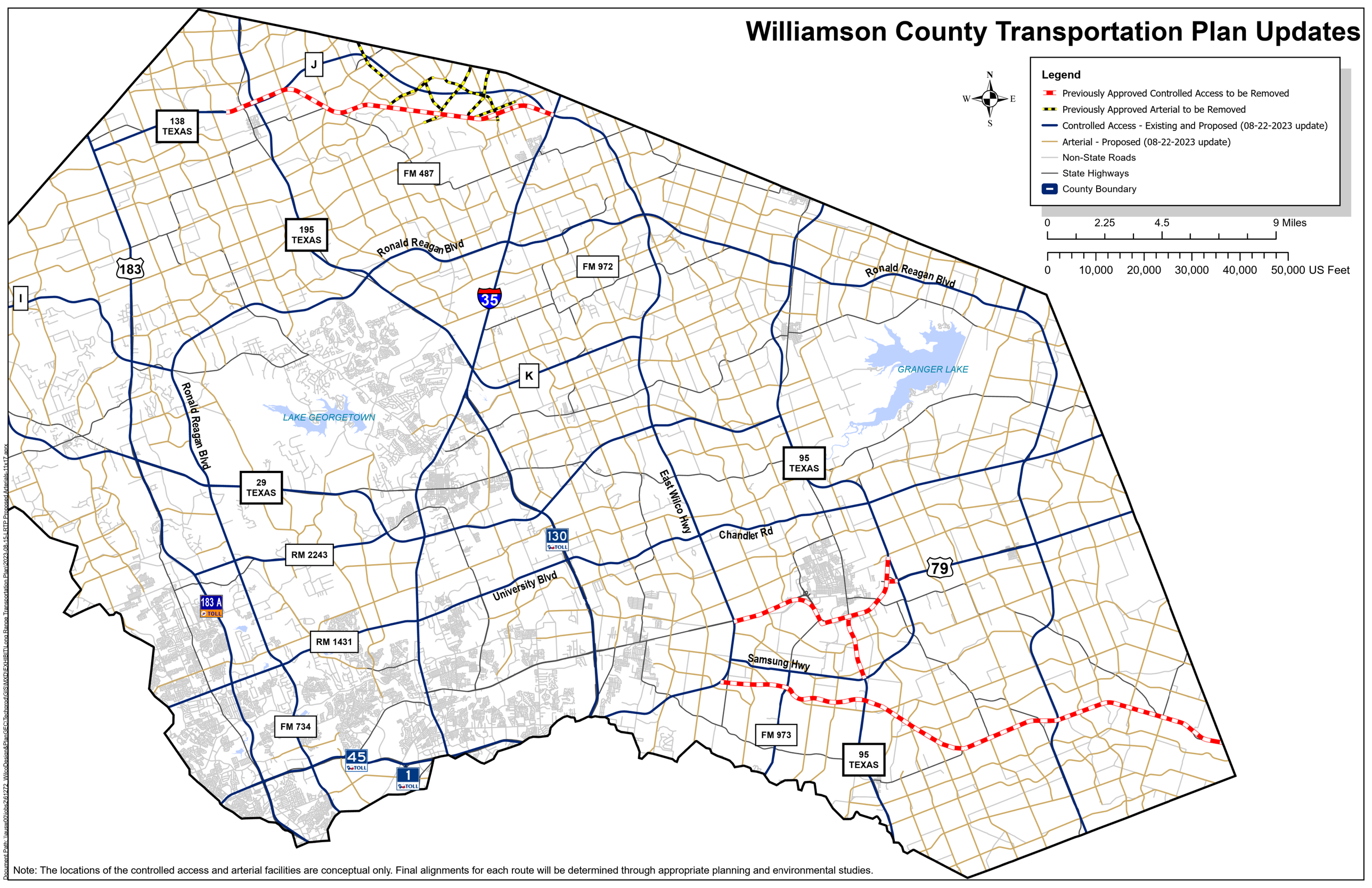
Legend

- Controlled Access - Existing and Proposed (08-22-2023 update)
- Arterial - Proposed (08-22-2023 update)
- State Highways
- Non-State Roads
- Lake (>10 Acres)
- County Boundary

Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: \\ausw00\jobs\261272_WilcoDesign&PlanGEC\Technical\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2023-08-15-LRTP Proposed Arterials-11x17.aprx

Williamson County Transportation Plan Updates



Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: \\austw001\jobs2\61272_WilcoDesign&PlanGEO\Techorod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2023-08-15-LRTP Proposed Arterials-11x17.aprx

Commissioners Court - Regular Session **46.**

Meeting Date: 08/22/2023

Hero Way Possession & Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Heroway Crossing, LLC for 2.982 acres as right of way and 0.146 acres as a drainage easement required for the construction of the Hero Way project. (Parcel 326/326DE). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 12:59 PM
Form Started By: Charlie Crossfield		Started On: 08/16/2023 01:23 PM
Final Approval Date: 08/17/2023		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 326/326DE
COUNTY OF WILLIAMSON	§	Project: Hero Way/RM 2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **HEROWAY CROSSING, 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 Hero Way/RM 2243 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 maps, or other descriptions attached hereto as "Exhibits "A" and "B" respectively and are 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, 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 Grantor payment in the amount of **ONE MILLION THREE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED SIXTY-FIVE and 00/100 DOLLARS ($1,336,365.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, 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 approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to 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 sulfur. 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 the acquisition of the Property is less than the amount of the

Entry Deposit, then Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for the acquisition of the Property represents an overpayment and, upon written notice from the County, 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 to a title company acting as escrow agent for the transaction (the "Effective Date").

4. 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 (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. 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 the County subject to 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 the Effective Date of this Agreement.

6. This Agreement is made with the understanding that the County will continue to proceed with the 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 the 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 the 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. 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.

12. 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. If applicable, 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.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

14. It is agreed the County will record this document.

15. 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 sixty (60) days of the date that the Special Commissioners' Award is entered.

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:

HEROWAY CROSSING, LLC

By: Bhaskarareddy.J

Name: VIJAYA BHASKARA REDDY JONNALA

Its: 08/11/2023

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 11th day of Aug, 2023 by Heroway Crossing, LLC, in the capacity and for the purposes and consideration recited herein.

Andre Shavers
Notary Public, State of Texas
My Comm. Exp. 06/07/2025
Notary ID 13316830-1

André Shavers
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 this the ___ day of _____, 2023 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

EXHIBIT _A__

County: Williamson
Parcel: 326
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 326

METES & BOUNDS DESCRIPTION FOR A 2.982 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A 27.868 ACRE TRACT OF LAND AS CONVEYED TO HEROWAY CROSSING LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2020158793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.982 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northeast corner of the above described Heroway Tract, and at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004065021 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northeast corner of a called 4.377 acre tract described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, and at the northwest corner of a called 33.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, bears N 69°02'16" E a distance of 1,103.77 feet;

THENCE, departing the south right-of-way line of said Hero Way, with the east line of said Heroway Tract and the west line of said JNK Tract 5, S 21°12'00" E a distance of 259.44 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,595.42, E: 3,085,952.58) set for the southeast corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 147+31.92, from which a 1/2-inch iron rod found at the southeast corner of said Heroway Tract, and at the southwest corner of said JNK Tract 5, bears S 21°12'00" E a distance of 1,846.49 feet;

THENCE, departing the west line of said JNK Tract 5, over and across said Heroway Tract, S 75°22'22" W a distance of 580.14 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said Heroway Tract and the east line of a called 19.95 acre tract of land described as Tract 7 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004073628 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 141+51.78, from which a 1/2-inch iron rod with cap stamped "WATSON" found at the southwest corner of said Heroway Tract, and at the southeast corner of said JNK Tract 7, bears S 21°10'49" E a distance of 1,913.96 feet

THENCE, with the west line of said Heroway Tract and the east line of said JNK Tract 7, N 21°10'49" W a distance of 191.29 feet to a 3/8-inch iron rod found on the south right-of-way line of said Hero Way at the northwest corner of said Heroway Tract and at the northeast corner of said JNK Tract 7, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way at the northwest corner of said JNK Tract 7 and at the northeast corner of a called 19.9973 acre tract of land as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004073246 of the Official Public Records of Williamson County, Texas, bears S 68°44'21" W a distance of 412.71 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said Heroway Tract, N 68°37'36" E a distance of 576.26 feet to the **POINT OF BEGINNING** and containing 2.982 acres (129,875 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.

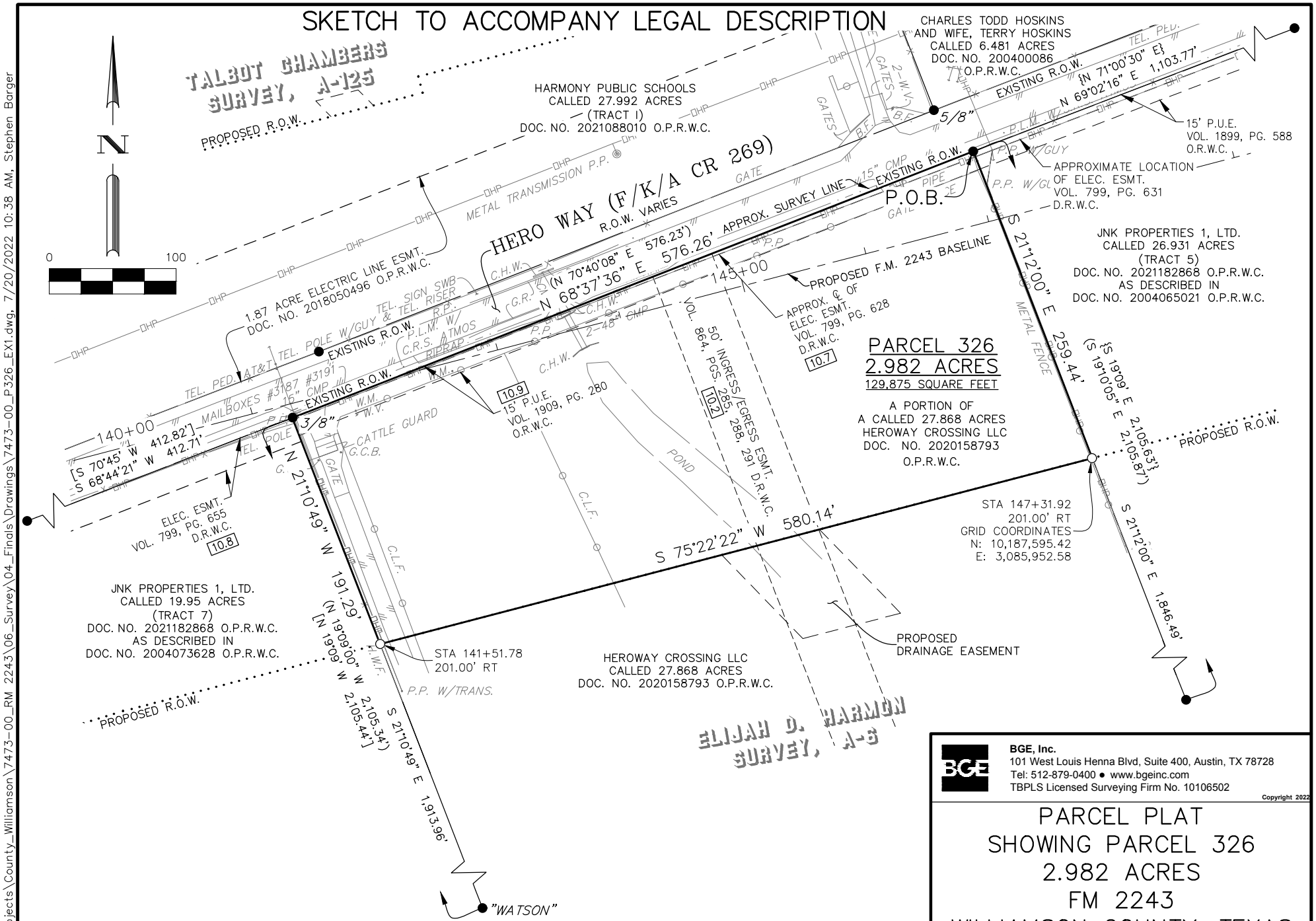
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

11/04/2022
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: November 4, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT
SHOWING PARCEL 326
2.982 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	11/04/2022	3 of 5

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LEGEND

B.F.	BOARD FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2004073628 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
——X——	WIRE FENCE
——O——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

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-166330, DATED EFFECTIVE AUGUST 18, 2022J AND ISSUED ON AUGUST 30, 2022.

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 326
2.982 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 653, PAGE 614, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2. INGRESS/EGRESS EASEMENT AS SET OUT IN VOLUME 864, PAGE 291 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3. ELECTRIC EASEMENT RIGHTS AS RESERVED IN VOLUME 653, PAGE 614 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (NOT PLOTTABLE)

10.4. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 409, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT THE SUBJECT TRACT.

10.5. A WATER LINE EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 438, PAGE 522 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 516, PAGE 358 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.7. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 628 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 655 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.9. A PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083090 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO 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.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

11/04/2022

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 326
2.982 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
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EXHIBIT B

County: Williamson
Parcel: 326D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 326D

METES & BOUNDS DESCRIPTION FOR A 0.146 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 27.868 ACRE TRACT OF LAND AS CONVEYED TO HEROWAY CROSSING LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2020158793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.146 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northeast corner of the above described Heroway Tract, and at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004065021 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northeast corner of a called 4.377 acre tract described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, and at the northwest corner of a called 33.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, bears N 69°02'16" E a distance of 1,103.77 feet, and also from which a 1/2-inch iron rod found at the southeast corner of said Heroway Tract, and at the southwest corner of said JNK Tract 5, bears S 21°12'00" E a distance of 2,105.93 feet; Thence, departing the south right-of-way line of said Hero Way, over and across said Heroway Tract, S 22°08'49" W a distance of 321.76 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,187,539.29, E: 3,085,737.48) for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 201.00 feet right of FM 2243 baseline station 145+09.60;

THENCE, continuing over and across said Heroway Tract, S 44°08'24" E a distance of 91.93 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Heroway Tract, S 75°22'22" W a distance of 79.47 feet to a calculated point for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "WATSON" found at the southwest corner of said Heroway Tract, and at the southeast corner of a called 19.95 acre tract of land described as Tract 7 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004073628 of the Official Public Records of Williamson County, Texas, bears S 11°19'18" E a distance of 1,824.49 feet;

THENCE, continuing over and across said Heroway Tract, N 44°08'24" W a distance of 91.93 feet to a calculated point for the northwest corner of the herein described tract;

THENCE, continuing over and across said Heroway Tract, N 75°22'22" E a distance of 79.47 feet to the **POINT OF BEGINNING** and containing 0.146 acre (6,358 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.

11/4/2022
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:	October 25, 2022
Revised:	November 4, 2022
Project Number:	7473-00

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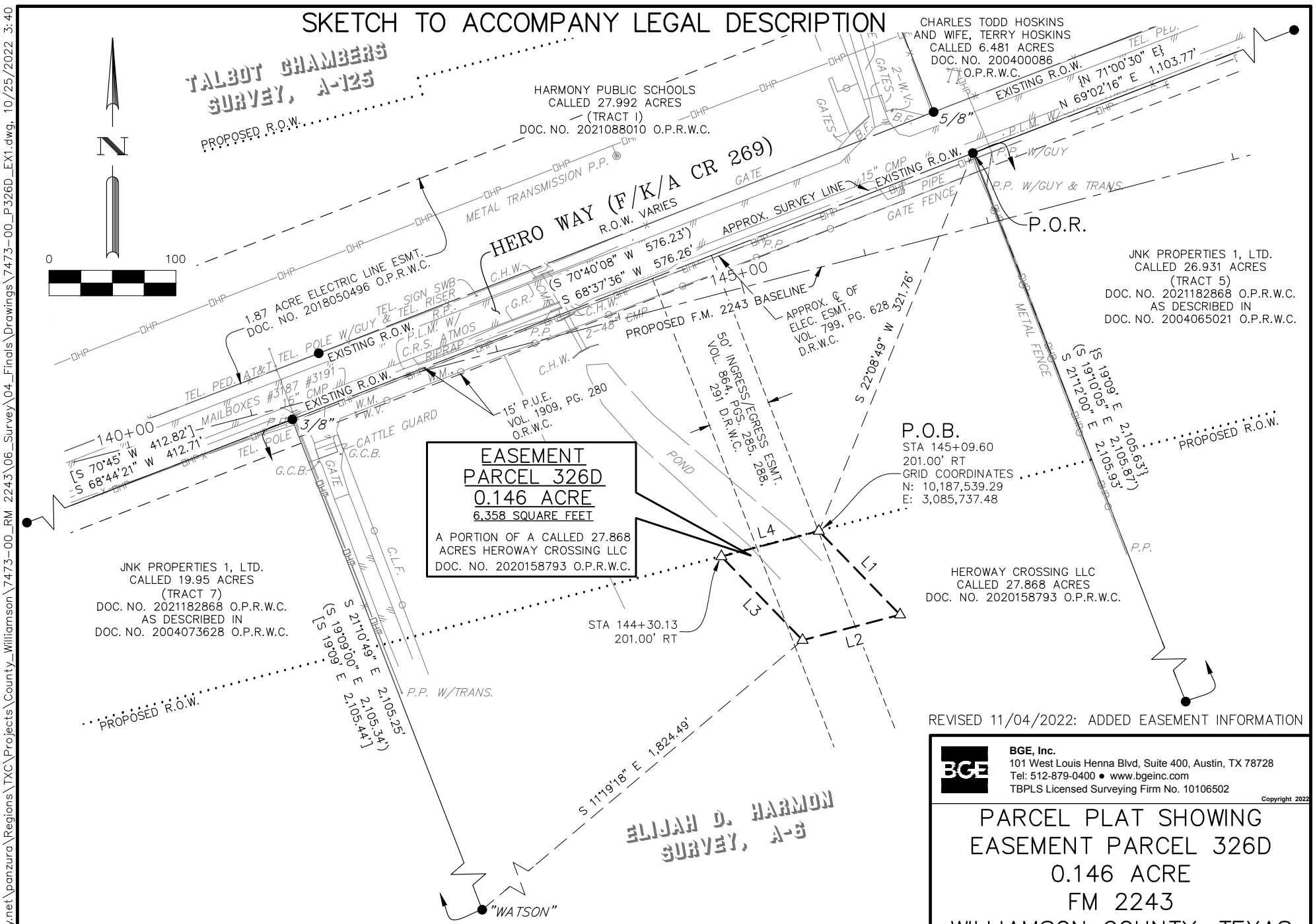
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 11/04/2022: ADDED EASEMENT INFORMATION

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PARCEL PLAT SHOWING
EASEMENT PARCEL 326D
0.146 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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1"=100'	7473-00	10/25/2022	3 of 4

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LEGEND

B.F.	BOARD FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2004073628 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
——X——	WIRE FENCE
——○——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——/// ——	EDGE OF ASPHALT

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. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 44°08'24" E	91.93'
L2	S 75°22'22" W	79.47'
L3	N 44°08'24" W	91.93'
L4	N 75°22'22" E	79.47'

REVISED 11/04/2022: ADDED EASEMENT INFORMATION

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 EASEMENT PARCEL 326D 0.146 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/25/2022	4 of 4

Commissioners Court - Regular Session **47.**

Meeting Date: 08/22/2023

Corridor J 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, consider and take appropriate action on a real estate contract with KEVIN W. ANDREWS (f/k/a Kevin W. Cruz) for 0.5460 acres of ROW needed on Corridor J. (Andrews Early Acquisition) 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	08/17/2023 01:02 PM
Form Started By: Charlie Crossfield		Started On: 08/16/2023 02:15 PM
Final Approval Date: 08/17/2023		

CORR J

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by **KEVIN W. ANDREWS (f/k/a Kevin W. Cruz)** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.66- acre tract of land situated in the E. Davis survey, Abstract No. 172, Williamson County, Texas being more fully described by metes and bounds as Exhibit "A", attached hereto.
>
> **SAVE AND EXCEPT** All of that certain 0.114 acres (4,956 SF) in the E. Davis Survey, Abstract No. 172, Williamson County; being more fully described by metes and bounds in Exhibit "B" attached hereto.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property shown in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of THREE HUNDRED THOUSAND and 00/100 Dollars ($300,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions

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

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

4.01. The Closing shall be held at the office of Longhorn Title Company, 3613 Williams Drive Suite 204 Georgetown, Texas on or before November 30, 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 all of the Property described in Exhibits "A & B", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as set out in Exhibit "C" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done, subject to the terms of the Leaseback Agreement.

(4) Seller will have 30 days from the date of closing to vacate the property and remove all possessions.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for 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 and as otherwise stated herein, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages

for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Kevin Andrews (Aug 16, 2023 13:46 CDT)

KEVIN W. ANDREWS
f/k/a Kevin W. Cruz

Date: Aug 16, 2023

Address: 150 county road 305

Jarrell Tx 76637

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Signature: Amanda (Aug 16, 2023 13:47 CDT)

Email: relaxshack33@gmail.com

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

EXHIBIT A

DESCRIPTION FOR JAMES H. MORRIS, JR. ET.UX. - LINDSAY DURBIN

BEING 0.66 acre situated in the Elisha Davis Survey, Abstract No. 172, in Williamson County, Texas; the same property which was called 0.655 acres and described in a deed from D.C. Blackman to Jerry W. Castleberry, et. ux., filed 2/14/1990, and recorded in Vol. 1869, Pg. 659, of the Official Records of Williamson County, Texas (ORWCT). For record deed to James H. Morris, Jr. et.ux., see Doc. 2001045915 (ORWCT). It is noted that the description of record in said deed to Morris recites that it follows the North boundary of a prior deed to J.W. Castleberry et.ux., as referenced and followed herein. The Castleberry deed and the adjoiner deed to Dewey R. Blackman, et. ux. (24.44 ac. Doc. 199943603) were used to establish the boundaries of this property due to latent errors present in the description found in the said deed to James Morris which does not close mathematically and which does not appear to follow retracement guidelines as established in this State. This tract was surveyed on the ground in May of 2009, by William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at an iron pin which was found in the North line of County Road 305, at the Southwest corner of the said tract which was conveyed to Castleberry and at the Southwest corner of the said property which was conveyed to James H. Morris, Jr. et.ux. This corner exists at the lower Southeast corner of the said 24.44 acre tract which was described in the deed to Dewey Blackman.

THENCE along or near the fenced West line of Castleberry and Morris and the lower East line of Dewey Blackman, N 15°59'25"W 238.81 feet to an old cedar fence corner post found, N 15°59'25"W 1.00 feet from an iron pin found at the corner of a fence of new construction which was not accepted as the original corner of Castleberry (1869/659 2/14/1990) as called for in Doc. 2001045915 (ORWCT). This corner is a corner in the East line of the 24.44 acre property of Dewey Blackman (199943603), see adjoiner call for Castleberry tract as set out in the Blackman deed.

THENCE remaining North of a fence of newer construction, with the record evidence of the old fence line as set out in the Castleberry deed (1869/659) and the Blackman deed (199943603), and following the common boundary between Castleberry and Blackman as set out in the record, N 82° 42'36" E 160.65 feet to an old cedar fence corner post remaining from the old fence. This old cedar fence corner post exists N 03°36'43"E 0.60 feet from an iron pin set in place of a nail found loosely remaining at the corner of a fence of new construction.

THENCE with the East boundary of the Castleberry and Morris tract, and the West boundary of the 2.512 acre property that was conveyed by Morris to Donald R. Hoyt (Doc. 2005086985, 10-31-2005), S 01°26'09"W 220.84 feet to an iron pin set, S 01°26'09"W 1.49 feet from an iron pin found at the Southwest corner of Hoyt.

THENCE with the North line of County Road 305, S 71°39'39" W 92.74 feet to the POINT OF BEGINNING.

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

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 22ND day of May of 2009, A.D. File: Word: MORRIS66.DOC

WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

EXHIBIT B

County: Williamson
Parcel: 4
Highway: County Road No. 305

PROPERTY DESCRIPTION FOR PARCEL 4

BEING A 0.114 OF ONE ACRE (4,956 SQUARE FEET) PARCEL OF LAND, SITUATED IN THE E. DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.66 OF ONE ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO KEVIN W. CRUZ AND WIFE, BRIDGETT L. CRUZ, RECORDED IN DOCUMENT NO. 2013060752 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.114 OF ONE ACRE (4,956 SQUARE FEET) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,283,298.67, E: 3,155,365.21) for the Northwest corner of said 0.66 of one acre tract and an interior corner of a called 24.44 acre tract of land described in a Cash Warranty Deed to Dewey R. Blackman and wife, Dorothy H. Blackman, recorded in Document No. 9924499 of the Official Records of Williamson County, Texas, also being 265.25 feet left of and at a right angle to proposed Engineer's Centerline Station 97+09.30, from which a 1/2-inch iron rebar found for an exterior corner of said 24.44 acre tract and the Northeast corner of said 0.66 of one acre tract, also being in the West line of a called 2.512 acre tract of land described in a Warranty Deed to Cynthia Hoyt, recorded in Document No. 2009044130 of said Official Public Records, bears North 81°08'07" East a distance of 160.30 feet;

THENCE South 17°24'42" East along the East line of said 24.44 acre tract and the West line of said 0.66 of one acre tract, a distance of 205.58 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,283,102.50, E: 3,155,426.73) of the herein described tract, also being 60.00 feet left of and at a right angle to proposed Engineer's Centerline Station 96+97.67;

THENCE over and across said 0.66 of one acre tract, the following two (2) courses and distances:

1. **North 69°20'43" East** a distance of **2.33** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set; and

2. **North 53°12'15" East** a distance of **118.32** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 0.66 of one acre tract and said West line of the 2.512 acre tract, from which a 1/2-inch iron rebar found for the Northeast corner of said 0.66 of one acre tract and an exterior corner of said 24.44 acre tract, also being in said West line of the 2.512 acre tract, bears North 00°01'28" West a distance of 149.17 feet;

THENCE **South 00°01'28" East** along said East line of the 0.66 of one acre tract and said West line of the 2.512 acre tract, a distance of **71.03** feet to a 1/2-inch iron rebar found for the Southeast corner of said 0.66 of one acre tract and the Southwest corner of said 2.512 acre tract, also being in the existing Northwesterly right-of-way line of County Road No. 305 (a variable width right-of-way), from which a 1/2-inch iron rebar found for the Southeast corner of said 2.512 acre tract and the Southwest corner of a called 7.60 acre tract of land described in a Cash Warranty Deed to Douglas C. Buethe and wife, Gail J. Buethe, recorded in Document No. 2001070396 of said Official Public Records, also being in said existing Northwesterly right-of-way line of County Road No. 305, bears North 68°03'19" East a distance of 157.92 feet;

THENCE **South 69°27'41" West** along the South line of said 0.66 of one acre tract and said existing Northwesterly right-of-way line of County Road No. 305, a distance of **92.85** feet to a 1/2-inch iron rebar found for the Southwest corner of said 0.66 of one acre tract and the Southeast corner of said 24.44 acre tract, from which a 1/2-inch iron rebar found for the Southwest corner of said 24.44 acre tract, being in said existing Northwesterly right-of-way line of County Road No. 305, bears South 70°11'37" West a distance of 668.30 feet;

THENCE **North 17°24'42" West** departing said existing Northwesterly right-of-way line of County Road No. 305, along the West line of said 0.66 of one acre tract and said East line of the 24.44 acre tract, a distance of **33.45** feet to the **POINT OF BEGINNING** and containing 0.114 of one acre (4,956 Square Feet) of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All coordinates and distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00015.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 4, 2016.

STATE OF TEXAS
REGISTERED
TRAVIS S. TABOR
6428
PROFESSIONAL
LAND SURVEYOR

09/01/2016

Travis S. Tabor, RPLS No. 6428
Steger & Bizzell Engineering, Inc.
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

PLAT TO ACCOMPANY PARCEL DESCRIPTION

E. DAVIS SURVEY
ABSTRACT No. 172

(1.62 AC)
DEWEY R. BLACKMAN
AND DOROTHY H. BLACKMAN
HUSBAND AND WIFE
2004002121

(24.44 AC)
DEWEY R. BLACKMAN
and wife, DORTHY H. BLACKMAN
9924499

(7.60 AC)
DOUGLAS C. BUETHE
and wife, GAIL J. BUETHE
2001070396

P.O.C.
STA. 97+09.30
O/S 265.25 LT
N=10283298.67
E= 3155365.21

PARCEL 4
0.114 AC
(4,956 SF)

(S 82°52'01" W
160.16')
N 81°08'07" E
160.30'

1/2 INTEREST
(2.512 AC)
CYNTHIA HOYT,
A MARRIED PERSON
2009044130

(0.66 AC)
KEVIN W. CRUZ AND
WIFE, BRIDGETT
L. CRUZ
2013060752

(24.44 AC)
DEWEY R. BLACKMAN
and wife, DORTHY H. BLACKMAN
9924499

(S 15°45'10" E
239.91')
S 17°24'42" E
205.58'

N 00°01'28" W
149.17'

STA. 98+20.93
O/S 95.00 LT

STA. 98+13.65
O/S 92.89 LT

STA. 90+27.55
O/S 36.50 LT

N 53°12'15" E
118.32'

L1

PROPOSED ROW

(S 70°12'19" W
157.48')
N 68°03'19" E
157.92'

EXISTING ROW

SEE INSET
CIRCLE 2

S 70°11'37" W 668.30'

CR 305 (EXISTING)

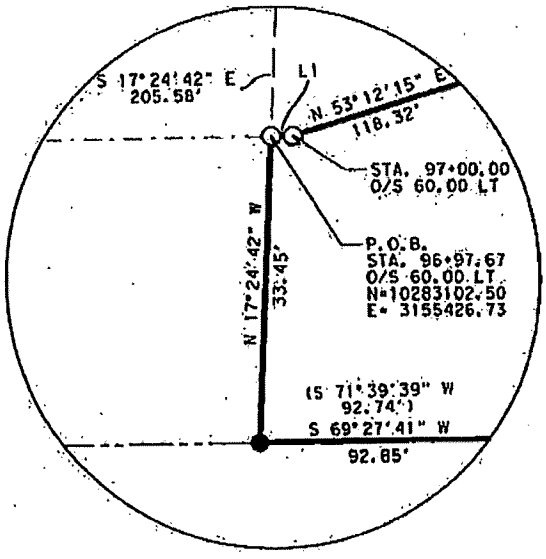
N 69° 20' 43" E

APPROXIMATE LOCATION
SURVEY ABSTRACT LINE

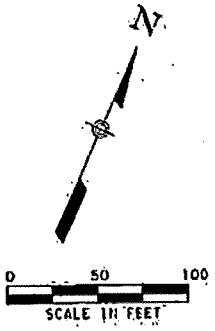
93.00
95.00
100.00

EXISTING ROW

INSET CIRCLE 2



37.3 AC
MICHAEL SLADECEK, STEVEN SLADECEK,
JAMES SLADECEK, SUSAN SLADECEK VECERA,
ANTON C. SLADECEK, AND THE DONALD P.
SLADECEK MANAGEMENT TRUST
2014048478



R. LILE SURVEY
ABSTRACT No. 391

PAGE 1 OF 2

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
KEVIN W. CRUZ AND WIFE, BRIDGETT L. CRUZ

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	4	CR 305	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TXDOT TYPE I CONCRETE MONUMENT FOUND
- ⊡ TXDOT TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ MAG NAIL FOUND UNLESS NOTED
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK
- ✕ FENCE CORNER

CODE	BEARING	DISTANCE
L1	N 69°20'43" E	2.33'
L2	S 00°01'28" E	71.03'

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00015.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 297, PG. 606
2. TEXAS POWER & LIGHT COMPANY, VOL. 413, PG. 81
3. TEXAS POWER & LIGHT COMPANY, VOL. 1126, PG. 346

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 4, 2016.

STATE OF TEXAS
REGISTERED
TRAVIS S. TABOR
6428
PROFESSIONAL
LAND SURVEYOR

09/01/2016

TRAVIS S. TABOR
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS – NO. 6428

PAGE 2 OF 2

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 WWW.BIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
KEVIN W. CRUZ AND WIFE, BRIDGETT L. CRUZ

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	4	CR 305	WILLIAMSON

WILLIAMSON COUNTY
1848

Exhibit "C"

DEED
Corridor J

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **KEVIN W. and AMANDA ANDREWS** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.66- acre tract of land situated in the E. Davis survey, Abstract No. 172, Williamson County, Texas being more fully described by metes and bounds as Exhibit "A", attached hereto.

SAVE AND EXCEPT All of that certain 0.114 acres (4,956 SF) in the E. Davis Survey, Abstract No. 172, Williamson County; being more fully described by metes and bounds in Exhibit "B" attached hereto.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed Corridor J project.

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 by, through or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2023.

[signature page follows]

GRANTORS:

_____
Kevin W. Andrews f/k/a/ Kevin W. Cruz

_____
Amanda Andrews

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Kevin and Amanda Andrews 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
Attn: County Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **48.**

Meeting Date: 08/22/2023

Bagdad Rd./CR 279- Rule 11 Agreemernt

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 rule 11 condemnation settlement agreement with Scott Helms and Barbara Forbes Helms to acquire 3.074 acres needed as right of way for the Bagdad Rd. project (Parcel 43). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:12 PM
Form Started By: Charlie Crossfield		Started On: 08/17/2023 11:26 AM
Final Approval Date: 08/17/2023		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8732 (D) • fax 512-255-8986

Mylan@scrrlaw.com

August 15, 2023

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail matt@bhlawgroup.com
Scott L.I. Helms and Barbara Laura Forbes Helms,
n/k/a Laura Forbes Glass
c/o Matt Harriger
Brady & Hamilton Womack McClish

Re: Williamson County—Bagdad Rd at CR 279
Cause No. 23-0611-CC1; *Williamson County vs. Scott L.I. Helms and Barbara Laura Forbes Helms, n/k/a Laura Forbes Glass*

Parcel No.: 9

Dear Mr. Harriger:

In follow up to our recent correspondence, please allow this letter to constitute our Rule 11 Settlement Agreement between Williamson County, Texas ("County") and Scott L.I. Helms and Barbara Laura Forbes Helms, n/k/a Laura Forbes Glass ("Owners") in connection with the project identified herein and the fee simple right of way parcel interest to be acquired as part of the County's Bagdad Road at CR 279 road improvement project (the "Project"). The terms of this Agreement and the settlement reached are as follows:

1. Subject to final approval by the Williamson County Commissioners Court, County agrees to pay, and Owners agree to accept, the total sum of THREE HUNDRED EIGHTY-FIVE THOUSAND and No/100 Dollars (**$385,000.00**) in compensation to the Condemnees in the above referenced lawsuit for the acquisition of 3.047 acres (132,716 square feet) sought to be acquired, and any damages to the remaining property of Owners not acquired (the "Property"), with such location and acquisition as further described in County's current pleading on file in this case.

2. It is further agreed that neither County nor Owner will file objections to the Award of Special Commissioners in this cause so long as County approves this settlement and deposits the full award amount within ten (10) days following approval of this settlement.

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and Owners, please so indicate by having the appropriate persons execute this letter in the space indicated below and return to my attention.

Very truly yours,

Mylan W. Shaunfield
Sheets & Crossfield, PLLC
Attorneys for Williamson County

AGREED AND ACCEPTED:

Matt Harriger
Brady & Hamilton Womack McClish
Attorneys for Scott L.I. Helms and Barbara Laura Forbes Helms,
n/k/a Laura Forbes Glass

Date: 8/16/23

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Commissioners Court - Regular Session **49.**

Meeting Date: 08/22/2023

Self Funded Workers Compensation

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive a presentation, discuss, consider and take appropriate action regarding moving to a self-funded Workers' Compensation Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comparison

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/17/2023 12:52 PM
Form Started By: Becky Pruitt		Started On: 08/11/2023 01:29 PM
Final Approval Date: 08/17/2023		

Guaranteed Cost WC vs Self-Funded Excess WC

Guaranteed Cost WC		Self-Funded w/ XS WC @ Average Loss Rate ($0.008204)		Self-Funded w/ XS WC @ 3 Yr High Average Loss Rate ($0.01058)		Self-Funded w/ XS WC @ 3 Yr Low Loss Rate ($0.005828)	
Projected Premium	$ 2,028,443.00	Projected XS Premium	$ 275,000.00	Projected XS Premium	$ 275,000.00	Projected XS Premium	$ 275,000.00
Loss Control / Safety	$ 115,391.00	Loss Control / Safety EE	$ 115,391.00	Loss Control / Safety EE	$ 115,391.00	Loss Control / Safety EE	$ 115,391.00
		Risk Claims EE	$ 104,636.00	Risk Claims EE	$ 104,636.00	Risk Claims EE	$ 104,636.00
		Risk Analyst EE	$ 37,718.50	Risk Analyst EE	$ 37,718.50	Risk Analyst EE	$ 37,718.50
Actuarial	$ -	Actuarial	$ 15,000.00	Actuarial	$ 15,000.00	Actuarial	$ 15,000.00
Total Fixed Costs	***$ 2,143,834.00***	***Total Fixed Costs***	***$ 547,745.50***	***Total Fixed Costs***	***$ 547,745.50***	***Total Fixed Costs***	***$ 547,745.50***
Projected Claim Costs	$ -	Projected Claim Costs	$ 1,196,322.00	Projected Claim Costs	$ 1,542,795.00	Projected Claim Costs	$ 849,850.00
Projected TPA Costs	$ -	Projected TPA Costs	$ 105,000.00	Projected TPA Costs	$ 105,000.00	Projected TPA Costs	$ 105,000.00
Total Variable Costs	***$ -***	***Total Variable Costs***	***$ 1,301,322.00***	***Total Variable Costs***	***$ 1,647,795.00***	***Total Variable Costs***	***$ 954,850.00***
Total Projected Cost	***$ 2,143,834.00***	***Total Projected Cost***	***$ 1,849,067.50***	***Total Projected Cost***	***$ 2,195,540.50***	***Total Projected Cost***	***$ 1,502,595.50***
			$ 294,766.50		***$ (51,706.50)***		***$ 641,238.50***
Remain with Carrier		Average Claims Last 5 years		Worst Claim Year in Last 3 Years		Best Claim Year in Last 3 Years	

Commissioners Court - Regular Session **50.**

Meeting Date: 08/22/2023

2023-2024 Budget Workshop

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

FY24 Budget Workshop - Discuss, consider and take appropriate action on the Budget Officer's 2023-2024 recommended budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Budget Workshop August 22nd

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 07:31 AM
Form Started By: Ashlie Holladay		Started On: 08/01/2023 05:28 PM
Final Approval Date: 08/17/2023		

2023 - 2024 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations		$ 312,600,922
SUBTOTAL		**$ 312,600,922**

SPONSORED ITEMS 8/22/2023					**SPONSOR**	**ACTION TAKEN**	
409 Consulting Funding for Justice Center Assessment - Discussion	$	-			Judge Bill Gravell	Continue Discussion on 8/22	
494 Senior Purchasing Specialist for Facilities B.26 $58,582.52 (includes 8% above minimum)	$	96,767			Judge Bill Gravell		
404 County Clerk - Judicial Chief Deputy County Clerk B34 $87,077.91 (includes 8% above the minim	$	117,415			Judge Bill Gravell		
551 Deputy Constable Precinct #1 L1.2 $69,070.64	$	222,569			Commissioner Cook		
475 Criminal Attorney II B33 $82,871.29 (includes 8% above the minimum)	$	123,083			Commissioner Cook		
475 Civil Attorney for Juvenile B.38 $106,061.85 (includes 8% above the minimum)	$	151,770			Commissioner Cook		
560 Sheriff's Deputy x 11 L1.2 $69,070.64	$	2,265,641			Commissioner Cook		
503 IT Salary Study; Pending results of Outside Study	$	250,000			Commissioner Long		
409 Remove Air Quality Monitors	$	(36,444)			Commissioner Long		
591 Pretrial Salary Study for Pending Results of Internal Study	$	50,000			Commissioner Covey		
409 Remove Professional Services Dollars	$	(50,000)			Commissioner Covey		
409 Long Range Transportation Plan					Commissioner Covey		
SUBTOTAL	**$**	**3,190,801**	**$**	**-**			

APPROVED ITEMS 8/15/2023					**SPONSOR**		
Purchase JP4 Building	$	750,000	$	-	Judge Bill Gravell	Move to CIP 8/15/2023	SC 8.15.23
560 Sheriff's Office Vehicles not Received	$	263,703	$	263,703	Judge Bill Gravell	Approved on 8/15/2023	SC 8.15.23
440 District Attorney Victims Assistance Coordinator B24 $53,049.93 (includes 8% above the minimun	$	94,248	$	94,248	Commissioner Long	Approved on 8/15/2023	SC 8.15.23
409 Remove Professional Services Dollars	$	(57,804)	$	(57,804)	Commissioner Long	Approved on 8/15/2023	SC 8.15.23
554 Deputy Constable Precinct #4 L1.2 $69,070.64	$	220,663	$	220,663	Commissioner Boles	Approved on 8/15/2023	SC 8.15.23
SUBTOTAL	**$**	**1,270,810**	**$**	**520,810**			
GRAND TOTAL				**$ 313,121,733**			

2023 - 2024 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations		$ 60,324,438
SUBTOTAL		**$ 60,324,438**

SPONSORED ITEMS 8/22/2023			**SPONSOR**
CIP Personnel Building Expansion (Priority #1)	$ 450,000.00		Commissioner Boles
CIP Florence Yard Building Relocation (Full tear down and re-build at R&B Yard) (Priority #2)	$ 165,000.00		Commissioner Covey
CIP Sand Storage Building (Priority #3)	$ 1,750,000.00		Commissioner Boles
Additional Funding for the stabilizaton of CR460 and CR 327	$ 1,400,000.00		Commissioner Boles
Long Range Transportation Plan			Commissioner Covey
SUBTOTAL	**$ 3,765,000.00**	**$ -**	
GRAND TOTAL		**$ 60,324,438**	

2023 - 2024 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations	$ 169,627,654
TOTAL	**$ 169,627,654**

SPONSORED ITEMS 8/22/2023		**SPONSOR**
SUBTOTAL	**$ -**	
GRAND TOTAL	**$ 169,627,654**	

GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL **$ 543,073,824**

Commissioners Court - Regular Session **51.**

Meeting Date: 08/22/2023

Approval of 2023-2024 Proposed Budget

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the 2023-2024 proposed budget and direct the Budget Officer to file the proposed budget with the County Clerk and County Auditor.

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	08/17/2023 07:31 AM
Form Started By: Ashlie Holladay		Started On: 08/01/2023 05:31 PM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **52.**

Meeting Date: 08/22/2023

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 Ronald Reagan Widening.
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
q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
r) Discuss the acquisition of right of way for CR 314.

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	08/17/2023 01:00 PM
Form Started By: Charlie Crossfield		Started On: 08/16/2023 01:27 PM
Final Approval Date: 08/17/2023		

Commissioners Court - Regular Session **53.**

Meeting Date: 08/22/2023

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

a) Project World
b) Project Mellencamp
c) Project Corgi
d) Project Anniversary
e) Project Glee
f) Project Skyfall
g) Project Stamper
h) Project Soul Train
i) Project Dragon
j) Project Scrabble

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	08/17/2023 01:00 PM
Form Started By: Charlie Crossfield		Started On: 08/16/2023 01:27 PM
Final Approval Date: 08/17/2023		