NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 12, 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 – 24)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$44,444.98
TO	0100-0427-001100	CCL#2/FullTime Salary	$33,911.52
TO	0100-0427-002010	CCL#2/FICA	$3,400.04
TO	0100-0427-002020	CCL#2/Retirement	$7,133.42

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0340-0540-003100	Office Supplies	$175
From	0340-0540-003311	Uniforms	$350
From	0340-0540-004541	Vehicle Repairs & Maint	$420
To	0340-0540-004210	Internet / Email Svs	$945

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

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

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

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

9. Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 November 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

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

11. Discuss, consider and take appropriate action regarding acceptance of a donation to Veteran Services in the amount of $681 by an anonymous donor.

12. Discuss, consider, and take appropriate action on the following re-appointments to these respective Emergency Services Boards (ESD); terms run 1/1/24 – 12/31/25:

ESD 1 – Jollyville Fire Department
Laurie Golding- has served since November 2009
Steven Rundell- has served since October 2011

ESD 9
Bob Vogt- has served since January 2018

ESD 11- Shenandoah
Nancy Hood- has served since June 2018
Vaden Mohrmann- has served since August 2020

13. Discuss, consider and take appropriate action on appointment of Donald Jirasik of the Emergency Services District (ESD) #10 Board of Directors for a two-year term ending on December 31st, 2025.

14. Discuss, consider, and take appropriate action on approving and ratifying the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Burford Ranch Municipal Utility District of Williamson County, Texas.

15. Discuss, consider, and take appropriate action on approving and ratifying the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 48.

16. Discuss, consider, and take any appropriate action to allow the Pct 4 Constable's Office to apply for a grant through the CAPCOG (Capital Area Council of Governments) Solid Waste Grant for funds to facilitate environmental enforcement.

17. Discuss, consider, and take appropriate action on approving Master Services Agreement and Consulting Services Order #202474 between Williamson County and MCCi, LLC. for a not-to-exceed amount of $50,000.00, pursuant to BuyBoard contract #625-20, and authorize the execution of these agreements.

18. Discuss, consider and take appropriate action on approving the Professional Service Agreement between Williamson County and Tyler Technologies Inc for the purchase of Integrate Hearing for the Jail Manager by Enterprise Supervision in the amount of $3,780.00 and authorizing the execution of the Agreement.

19. Discuss, consider and take appropriate action on a Letter Agreement and Above Ground Facilities Easement by and between Williamson County, Texas and Atmos Energy Corporation relating to the termination and relocation of an existing 60-foot gas line easement in relation to the Williamson County Headquarters Project.

20. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between SWCA Environmental Consultants and Williamson County dated February 25, 2020 for Environmental On Call Services. This supplemental is to increase the maximum amount payable to $50,000.00. Funding source: 01.0200.0210.004100

21. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. This supplemental is to increase the maximum amount payable to $195,664.50. Funding source: P546

22. Discuss, consider, and take appropriate action on awarding IFB #23IFB109 Hauling Services to the overall lowest and best bidder, Husky Trucking LLC.

23. Discuss, consider and take appropriate action on approval of the final plat for the Grassland Industry Park subdivision – Precinct 4.

24. Discuss, consider and take appropriate action on approval of the final plat for the Yesterday's Gone subdivision – Precinct 2.

REGULAR AGENDA

25. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Darrell Durons Collins) who passed away in Williamson County, Texas where there has been an inquest by the Justice of the Peace Pct 1 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

26. Discuss, consider and take appropriate action on an update from Bluebonnet Trails Community Services on expanding options and access to critical behavioral Health Care.

27. Discuss, consider, and take appropriate action naming the Williamson County Expo Center Pavilion the “Judge Dan Gattis Pavilion".

28. Discuss, consider and take appropriate action on defining the role of the Commissioners Court Project Manager.

29. Discuss, consider and take appropriate action on Amendment No. 3 to Subrecipient Agreement between Williamson County and HOPE Alliance for the Temporary Auxiliary Emergency Shelter Project.

30. 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 the District Attorney’s Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	District Atty Sal. Supplement	$7,500.00

31. 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 the District Attorney’s Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,088.16
	0100.0440.002010	FICA	$465.74
	0100.0440.002020	Retirement	$946.10

32. 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 the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$43.00

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 expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$43.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$825,000
To	0100.0409.000777	Transfer to Capital Projects	$825,000

35. Discuss, consider and take appropriate action on approving the updated Grant Terms and Conditions required by Texas Division of Emergency Management (TDEM) for the submittal for reimbursement of expenditures incurred for 2023 Texas Winter Storm Mara (DR-4705-TX).

36. Discuss, consider, and take appropriate action on the approval of Interlocal Cooperation Agreements for participation and access to Williamson County's Dispatch Services and public safety software systems and related support services.

37. Discuss, consider and take appropriate action on authorizing the approval of Amendment #5 for Stop Loss Insurance with the provider United Healthcare Insurance Company for the term of January 1, 2024 through December 31, 2024, which incorporates the plan changes, designs, plan rates, revenue and expenses that were approved by the Williamson County Benefits Committee and authorizing the execution of the amendment.

38. Discuss, consider and take appropriate action on an interlocal agreement between Williamson County and the City of Georgetown regarding the development of the Williamson County Headquarters property and design and construction of Southwestern Blvd and the SE Inner Loop.

39. Discuss, consider, and take appropriate action on approving Purchase #202493 for Panasonic In-Vehicle Video Systems from GTS Technology Solutions, Inc. for law enforcement departments in the amount of $266,133.02, pursuant to cooperative DIR contract #DIR-CPO-4697.

40. Discuss, consider, and take appropriate action on a Second Amended and Restated Contract for Construction between Williamson County and J.T. Vaughn Construction, LLC relating to the Jail Magistrate Court, Elevator and Chiller Additions Project (P540).

41. Discuss, consider, and take appropriate action on a CoOp Construction Contract between Williamson County and G2 Construction Services, Inc. relating to the Road & Bridge New Yard Shed (FY 24 Road and Bridge Project).

42. Discuss, consider, and take appropriate action on a Professional Services Agreement (PSA) for design between Williamson County and MODE Design Company, LLC. (P608)

43. Discuss, consider, and take appropriate action on a Professional Services Agreement (PSA) for design between Williamson County and MODE Design Company relating to the Road & Bridge Division Personnel Building Addition.

44. Discuss, consider, and take appropriate action on a Contract for Construction between Williamson County and G2 Construction Services, Inc. relating to the Justice of the Peace, Precinct 3.

45. Discuss, consider, and take appropriate action on a Contract for Construction between Williamson County and J.T. Vaughn Construction, LLC relating to the Historic Courthouse exterior painting.

46. Discuss, consider, and take appropriate action on authorizing construction contract #202477 between J.T. Vaughn Construction, LLC and Williamson County for renovations at the Jail Magistrate Court and supporting spaces, plus addition of a new elevator and new chiller at the Williamson County Jail in the amount of three million one hundred sixty-seven thousand seven hundred nine dollars, $3,167,709.00, pursuant to Omnia contract #R200107 and authorize the execution of the agreement. Funding source is P540.

47. Discuss, consider and take appropriate action on Amendment #1 to a TxDOT Highway Safety Improvement Program Advance Funding Agreement for improvements to Chandler Road from SH 130 to Old CR 366 and Ronald Reagan Boulevard at CR 234.

48. Discuss, consider, and take appropriate action on awarding IFB #24IFB14 for Construction of County Road 332 Realignment to the lowest and best bidder, Chasco Constructors, for the amount of $2,545,345.00 and authorizing the execution of the agreement. The funding source is P366.

49. Discuss, consider, and take appropriate action on awarding IFB #24IFB15 for Construction of Liberty Hill Bypass to the lowest and best bidder, Chasco Constructors, for the amount of $14,149,449.00 and authorizing the execution of the agreement. The funding source is P346.

50. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $82,015.80 for Project 22IFB138 CR 366 (James Construction) P: 296 Funding Source: Road Bond.

51. Discuss, consider and take appropriate action on Contract Amendment No. 3 to the Flood Plain Maps Update (Atlas 14 - Brushy Creek Basin Study) project contract between Williamson County and AECOM Technical Services, Inc. relating to the Texas Water Development Board (TWDB) Agreement.
Project: P583 Fund Source: FIF Grant Match

52. 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.

53. Discuss, consider and take appropriate action on a purchase contract with Simon Homes, Inc. for 1.919 acres needed as right of way on the E. Wilco Highway project (Parcel 58). Funding Source: TANS P588

54. Discuss, consider and take appropriate action on a purchase contract with Deborah and Jerry Polk as Trustees of the Deborah and Jerry Polk Family Trust for 4.9 acres needed as future right of way on the Corridor J project. Funding Source: TANS P588

55. Discuss, consider and take appropriate action on a purchase contract with Jason E. and L. Lynn Stout to acquire 0.1197 acres needed as right of way and an electric easement required for the construction on the CR 314 project (Parcel 9, 9EE). Funding Source: Road Bonds P364

56. Discuss, consider and take appropriate action on a purchase contract with Patrick McKelvy to acquire 0.138 acres needed as right of way on the CR 314 project. (Parcel 11). Funding Source: Road Bonds P364

57. Discuss, consider and take appropriate action on a purchase contract with Big Oaks Village LLC. to acquire 1.145 acres needed as right of way on the CR 255 project (Parcel 20). Funding Source: TANS P588

58. Discuss, consider and take appropriate action on a purchase contract with The Glenn and Mary Jo Tschoerner Trust dated October 3, 2012, to acquire 0.9821 acres needed as right of way on the CR 314 project. (Parcel 3). Funding Source: Road Bonds P364

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)."

59. 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 SH 195 @ Ronald Reagan.
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.
s) Discuss acquisition of right of way for Corridor J.
t) Discuss the acquisition of real property for CR 258.
u) Discuss the acquisition of real property for Southwestern Blvd.

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
d) Discuss Blue Springs Blvd. property

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

60. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

a) Project 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

61. 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-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

4. 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

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

6. 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

7. 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

8. 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

9. 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

10. 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

11. 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

12. 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

13. 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

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

15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

16. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division

19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

d. Claims:

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. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

62. Deliberate the appointment, evaluation and employment of the Senior Director of Emergency Services, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

63. 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).

64. 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).

65. 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).

REGULAR AGENDA (continued)

66. Discuss and take appropriate action concerning economic development.

67. Discuss and take appropriate action concerning real estate.

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

a. General:

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

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5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
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15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
16. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

c. Administrative Complaints:

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2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

d. Claims:

e. Other:

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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. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

69. Discuss, consider and take appropriate action regarding the tender of an offer of employment, hiring and appointment for the position of Senior Director of Emergency Services.

70. 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.

71. Comments from Commissioners.

72. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 8th day of December 2023 at 12:30 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 12/12/2023

Line Item Transfer

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

During the FY24 budget process, the court approved a set aside of $74,308 to cover any grant funding not received for Judge Barker's Specialty Courts. Williamson County was recently notified that the Bureau of Justice Assistance Grant used for the DUI Court/Program will not be renewed leaving 50% of an annual salary unfunded. This transfer will cover the salary and fringe needed for this position (50%) through September 30th, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$44,444.98
TO	0100-0427-001100	CCL#2/FullTime Salary	$33,911.52
TO	0100-0427-002010	CCL#2/FICA	$3,400.04
TO	0100-0427-002020	CCL#2/Retirement	$7,133.42

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2023 09:22 AM
Form Started By: Ashlie Holladay		Started On: 12/04/2023 11:44 AM
Final Approval Date: 12/06/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 12/12/2023

LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for EMS-CHP.

Background

Line item transfer to facilitate the renewal of pateint care reporting software cost increase.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0340-0540-003100	Office Supplies	$175
From	0340-0540-003311	Uniforms	$350
From	0340-0540-004541	Vehicle Repairs & Maint	$420
To	0340-0540-004210	Internet / Email Svs	$945

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2023 02:05 PM
Budget Office	Saira Hernandez	12/07/2023 10:58 AM
Form Started By: Michael Knipstein		Started On: 12/06/2023 01:24 PM
Final Approval Date: 12/07/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/12/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Cervantes	12/07/2023 08:05 AM
County Judge Exec Asst.	Becky Pruitt	12/07/2023 09:00 AM
Form Started By: Kayla Marek		Started On: 12/06/2023 04:41 PM
Final Approval Date: 12/07/2023		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Facilities Management	Senior Access Control Tech.0235.001100.	15915	$54,754.73	$2,463.97	4.50	$57,218.70	-	MERIT	22-Dec-23
On-Site Sewage Facilities	Sanitarian II.2126.001100.	16036	$58,582.51	$3,797.02	6.48	$62,379.53	-	MERIT	5-Jan-24
Unified Road Systems	Operator I.1564.001100.	16752	$42,000.00	$2,000.00	4.76	$44,000.01	-	MERIT	19-Jan-24
Unified Road Systems	Operator I.1519.001100.	05302	$42,000.00	$2,000.00	4.76	$44,000.01	-	MERIT	5-Jan-24
Unified Road Systems	Operator I.1657.001100.	16731	$42,000.00	$2,000.00	4.76	$44,000.01	-	MERIT	5-Jan-24
Unified Road Systems	Operator I.1529.001100.	03968	$42,001.44	$2,000.00	4.76	$44,001.44	-	MERIT	22-Dec-23

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0509	001100	2,463.97	
01	0100	0509	001130		2,463.97
01	0100	0661	001100	3,797.02	
01	0100	0661	002010	290.47	
01	0100	0661	002020	609.42	
01	0100	8006	001130		3,797.02
01	0100	8006	002010		290.47
01	0100	8006	002020		609.42
01	0200	0210	001100	8,000.00	
01	0200	0210	001130		8,000.00

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0540 EMS	0880	Vacant	N/A	N/A	$59,570.72	$59,550.72	$20.00	N/A	Reallocation of position budget to facilitate internal move as allowed by policy. Surplus salary from PCN 0880 to PCN 0800	12/22/2023
0540 EMS	0800	Vacant	N/A	N/A	$66,194.07	$66,214.07	N/A	$20.00	Reallocation of position budget to facilitate internal move as allowed by policy. Surplus salary from PCN 0880 to PCN 0800	12/22/2023
0401 Comm Court - Grants	2005	16181	N/A	N/A	N/A	N/A	N/A	N/A	Correction to position setup: Grade change only from DH.1 to B.44	12/22/2023
0545- Animal Services	1884	Vacant	N/A	N/A	$56,339.01	$55,319.00	$1,020.01	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1884 to PCN 0217	12/22/2023
0545- Animal Services	0217	Vacant	N/A	N/A	$43,121.68	$44,141.69	N/A	$1,020.01	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1884 to PCN 0217	12/22/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0545- Animal Services	1884	Vacant	N/A	N/A	$55,319.00	$50,000.01	$5,318.99	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1884, 2094 & 1836 to PCN 1886	12/22/2023
0545- Animal Services	2094	14726	$47,999.90	$47,999.90	$50,510.75	$47,999.90	$2,510.85	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1884, 2094 & 1836 to PCN 1886	12/22/2023
0545- Animal Services	1836	16772	$36,524.80	$36,524.80	$37,255.05	$36,933.08	$321.97	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1884, 2094 & 1836 to PCN 1886	12/22/2023
0545- Animal Services	1886	Vacant	N/A	N/A	$110,514.37	$118,666.18	N/A	$8,151.81	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1884, 2094 & 1836 to PCN 1886	12/22/2023

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session **6.**

Meeting Date: 12/12/2023

County Attorney October 2023 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:14 AM
Form Started By: Stephanie Lloyd		Started On: 12/07/2023 10:00 AM
Final Approval Date: 12/07/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

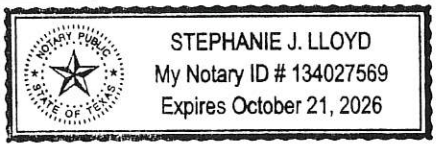
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 7th day of December, 2023, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	03-Oct-2023	33442	2022-2614	$ 410.26
					2023-0030	$ 500.00
			09-Oct-2023	33463	2020-3929	$ 2,300.00
					2022-0104	$ 240.00
					2022-3348	$ 180.00
					2023-0030	($ 500.00)
					2023-0271	$ 60.00
					2023-0696	$ 60.00
			10-Oct-2023	33468	2021-3168	$ 60.00
					2022-2392	$ 180.00
			18-Oct-2023	33501	2021-3747	$ 60.00
					2022-1242	$ 60.00
			20-Oct-2023	33509	CASE # 2023-0489	$ 60.00
			26-Oct-2023	33539	CASE# 2021-2557	$ 60.00
207015 Total						**$ 3,730.26**
341300	0406	CO ATTY HC FEES	05-Oct-2023	33453	HOT CHECK FEES - SEPTEMBER 2023	$ 105.00
341300 Total						**$ 105.00**
351000	0364	CO ATTY INTERVENTION	04-Oct-2023	33444	2022-0104 2022-1920 2023-0030 2023-0696 2023-1173 2023-1702 2023-2195	$ 3,500.00
			12-Oct-2023	33477	2021-2789 2021-3168 2022-1557 2022-3927	$ 1,860.00
			19-Oct-2023	33505	2021-3747, 2022-0811, 2022-2983	$ 1,500.00
			23-Oct-2023	33517	REC# 2022-3244; 2022-3591; 2023-0489	$ 1,500.00
			24-Oct-2023	33526	CASE # 2023-0008	$ 360.00
			26-Oct-2023	33539	CASE# 2022-4653; 2022-4765; 2022-4858; 2023-0473	$ 1,720.00
			30-Oct-2023	33553	2021-2557, 2022-3480, 2022-4050, 2023-0529, 2023-1406, 2023-1882	$ 2,860.00
		CO ATTY INTERVENTION 1	09-Oct-2023	33463	2022-2392 2022-4370 2022-4951 2023-0271	$ 1,720.00
			16-Oct-2023	33485	2021-2615; 2022-1242; 2022-3151; 2022-3258; 2023-0021; 2023-2285	$ 2,580.00
		CO ATTY INTERVENTION 2	09-Oct-2023	33463	2022-4525 2023-0966	$ 860.00
			16-Oct-2023	33485	REC# 2019-5444; 2022-3385	$ 860.00
351000 Total						**$ 19,320.00**
370500	0100	CO ATTY 1	30-Oct-2023	33553	2023-1177-PIA, 2023-1145-PIA	$ 25.21
370500 Total						**$ 25.21**
Grand Total						**$ 23,180.47**

Criminal Restitution October 2023

Date	Payor	Amount	Case #	Deposit Date
10/2/2023	Mahboob Qassim Ali	$ 500.00	2023-0030	10/3/2023
9/28/2023	Arturo Rodriguez, Jr	$ 410.26	2022-2614	10/3/2023
		$ 910.26		
Date	Payor	Amount	Case #	Deposit Date
10/2/2023	Mahboob Qassim Ali	$ (500.00)	2023-0030	10/5/2023
10/3/2023	Jose Salvador Alfaro	$ 2,300.00	2020-3929	10/5/2023
10/3/2023	Calib Thomas Tanner	$ 240.00	2022-0104	10/5/2023
10/3/2023	Sammie Ray Wheeler	$ 180.00	2022-3348	10/5/2023
10/4/2023	Susan Cantrell Blair	$ 60.00	2023-0271	10/5/2023
10/3/2023	Adil Joel Baksh	$ 60.00	2023-0696	10/5/2023
		$ 2,340.00		
Date	Payor	Amount	Case #	Deposit Date
10/9/2023	Marcel Nbouwe	$ 60.00	2021-3168	10/10/2023
10/6/2023	Marie Esther Frausto-Martinez	$ 180.00	2022-2392	10/10/2023
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
10/16/2023	Dane Stephen Gray	$ 60.00	2021-3747	10/17/2023
10/12/2023	Aric Nolan Blackwelder	$ 60.00	2022-1242	10/17/2023
		$ 120.00		
Date	Payor	Amount	Case #	Deposit Date
10/18/2023	Jennifer C Smith	$ 60.00	2023-0489	10/19/2023
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
10/25/2023	Genaro Alejandro Salazar	$ 60.00	2021-2557	10/26/2023
		$ 60.00		

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	105.00	0.00	0.00	0.00	105.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	105.00	0.00	0.00	0.00	105.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
23-00035	Blinder, Michelle (PID #: 1904480)	CHKFEE	75.00	0.00	0.00	0.00	75.00
23-00047	Richter, Carly (PID #: 1825290)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**105.00**	**0.00**	**0.00**	**0.00**	**105.00**

PTI Fees October 2023

date	payor	amount	control #	deposit date
10/3/2023	Calib Thomas Tanner	$ 500.00	2022-0104	10/4/2023
10/3/2023	Deziree Taylor	$ 500.00	2022-1920	10/4/2023
10/2/2023	Mahboob Qassim Ali	$ 500.00	2023-0030	10/4/2023
10/3/2023	Adil Joel Baksh	$ 500.00	2023-0696	10/4/2023
10/3/2023	Brianna Nelson	$ 500.00	2023-1173	10/4/2023
10/3/2023	Kelly Jane Krause	$ 500.00	2023-1702	10/4/2023
10/2/2023	Fangyuan Zhou	$ 500.00	2023-2195	10/4/2023
		$ 3,500.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/5/2023	Maria Esther Frausto-Martinez	$ 360.00	2022-2392	10/6/2023
10/4/2023	Juan Jose Trejo	$ 500.00	2022-4370	10/6/2023
10/5/2023	Michael Connley Shepherd	$ 360.00	2022-4951	10/6/2023
10/5/2023	Susan Cantrell Blair	$ 500.00	2023-0271	10/6/2023
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/6/2023	Robyn Sachi Castaneda	$ 500.00	2022-4525	10/9/2023
10/6/2023	Crescencio Ray Marcos Martinez, Jr	$ 360.00	2023-0966	10/9/2023
		$ 860.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/10/2023	Arick Spitzer	$ 500.00	2021-2789	10/11/2023
10/9/2023	Marcel Nbouwe	$ 360.00	2021-3168	10/11/2023
10/9/2023	Jamal Antonio Mays	$ 500.00	2022-1557	10/11/2023
10/10/2023	David A Leandro	$ 500.00	2022-3927	10/11/2023
		$ 1,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/12/2023	Kiarra Electra Rodriguez	$ 500.00	2021-2615	10/13/2023
10/12/2023	Aric Nolan Blackwelder	$ 500.00	2022-1242	10/13/2023
10/12/2023	Salome Salinas	$ 500.00	2022-3151	10/13/2023
10/11/2023	Juan Jose Garza	$ 360.00	2022-3258	10/13/2023
10/12/2023	Kalyan Sai Sudheendranath Sirivaram	$ 360.00	2023-0021	10/13/2023
10/11/2023	Jordon Wade Dziadosz	$ 360.00	2023-2285	10/13/2023
		$ 2,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/13/2023	Nathaniel Holmes III	$ 360.00	2019-5444	10/16/2023
10/13/2023	Sabrina M Mendoza	$ 500.00	2022-3385	10/16/2023
		$ 860.00		

date	payor	amount	control #	deposit date
10/16/2023	Dane Stephen Gray	$ 500.00	2021-3747	10/18/2023
10/17/2023	Michael Eston Holebrook	$ 500.00	2022-0811	10/18/2023
10/17/2023	Kaitlyn Elicabeth Ferguson	$ 500.00	2022-2983	10/18/2023
		$ 1,500.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/19/2023	Cordez Reshawn Maddox	$ 500.00	2022-3244	10/20/2023
10/19/2023	Christopher Henry Martin	$ 500.00	2022-3591	10/20/2023
10/18/2023	Jennifer C Smith	$ 500.00	2023-0489	10/20/2023
		$ 1,500.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/20/2023	Alfredo Baide Gomez	$ 360.00	2023-0008	10/23/2023
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/23/2023	William Bennett	$ 500.00	2022-4653	10/25/2023
10/24/2023	Sonia Lopez-Torres	$ 360.00	2022-4765	10/25/2023
10/24/2023	Grace Alyson Penn	$ 360.00	2022-4858	10/25/2023
10/23/2023	Enrique A Jovel Flores	$ 500.00	2023-0473	10/25/2023
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/25/2023	Genaro Alejandro Salazar	$ 500.00	2021-2557	10/27/2023
10/26/2023	Karim Merchant	$ 500.00	2022-3480	10/27/2023
10/25/2023	Ronnie Valdivieso	$ 500.00	2022-4050	10/27/2023
10/26/2023	Ismael Puente	$ 360.00	2023-0529	10/27/2023
10/25/2023	Alexander Villegas Escobar	$ 500.00	2023-1406	10/27/2023
10/25/2023	Lisander Mendoza Martinez	$ 500.00	2023-1882	10/27/2023
		$ 2,860.00		

PIA October 2023

date	payor	amount	PIA #	deposit date	deposit total	Month Total
10/16/2023	Miles B Miller	$ 22.21	2023-1177-PIA	10/18/2023		
10/16/2023	Jonathan Culin	$ 3.00	2023-1145-PIA	10/18/2023	$ 25.21	$ 25.21

Commissioners Court - Regular Session **7.**

Meeting Date: 12/12/2023

County Attorney November 2023 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:23 AM
Form Started By: Stephanie Lloyd		Started On: 12/07/2023 11:06 AM
Final Approval Date: 12/07/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

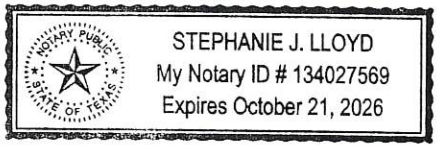
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 7th day of December, 2023, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	01-Nov-2023	33574	2022-2610	$ 299.00
					2022-3586	$ 749.99
			03-Nov-2023	33583	2022-2888	$ 60.00
					2022-3921	$ 60.00
					2022-4797	$ 60.00
			08-Nov-2023	33600	2022-3562	$ 180.00
					2023-0202	$ 60.00
			09-Nov-2023	33605	2022-4655	$ 60.00
			16-Nov-2023	33629	2022-1800	$ 240.00
					2023-0988	$ 60.00
					2023-2684	$ 545.10
			17-Nov-2023	33632	2022-2479	$ 60.00
					2022-3815	$ 180.00
					2022-4679	$ 60.00
			22-Nov-2023	33656	2022-3014	$ 180.00
					2022-3336	$ 60.00
			28-Nov-2023	33673	2022-4501	$ 60.00
					2022-4723	$ 180.00
					2022-4735	$ 60.00
					2022-4967	$ 60.00
207015 Total						**$ 3,274.09**
341300	0406	CO ATTY HC FEES	02-Nov-2023	33578	HOT CHECK FEES - OCTOBER 2023	$ 230.00
341300 Total						**$ 230.00**
351000	0364	CO ATTY INTERVENTION	02-Nov-2023	33578	REC# 2022-3921 2022-4797 2023-0174 2023-1033	$ 1,720.00
			03-Nov-2023	33583	REC# 2022-2888 2023-0854	$ 1,000.00
			07-Nov-2023	33597	2022-2479, 2022-3562	$ 800.00
			08-Nov-2023	33600	REC# 2023-3171; 2023-3376	$ 720.00
			14-Nov-2023	33620	REC# 2022-2479 2022-2544 2022-2630 2022-3063 2022-4655 2023-0202 2023-0988	$ 2,920.00
			15-Nov-2023	33625	REC# 2022-1800 2022-3216 2023-0893 2023-1417	$ 1,580.00
			20-Nov-2023	33640	CASE# 2022-3158; 2022-4459; 2023-1443	$ 1,360.00
			21-Nov-2023	33648	REC 2022-3491	$ 500.00
			27-Nov-2023	33664	2022-3128, 2022-3336, 2022-4389, 2022-4735, 2022-4738, 2023-0981	$ 3,080.00
			28-Nov-2023	33673	CASE# 2022-3386; 2022-4501	$ 1,000.00
			30-Nov-2023	33686	CASE# 2022-4936; 2022-4967; 2023-0804	$ 1,220.00
351000 Total						**$ 15,900.00**
Grand Total						**$ 19,404.09**

Criminal Restitution November 2023

Date	Payor	Amount	Case #	Deposit Date
10/26/2023	Gavin Vincent Yannuzzi	$ 299.00	2022-2610	10/31/2023
10/30/2023	Samantha Gay Benford	$ 749.99	2022-3586	10/31/2023
		$ 1,048.99		
Date	Payor	Amount	Case #	Deposit Date
11/1/2023	Alexis Lopez	$ 60.00	2022-2888	11/2/2023
10/31/2023	Fernando Lopez Jr	$ 60.00	2022-3921	11/2/2023
10/31/2023	Macherlyn E Cody	$ 60.00	2022-4797	11/2/2023
		$ 180.00		
Date	Payor	Amount	Case #	Deposit Date
11/3/2023	Kyleigh R Brunson	$ 180.00	2022-3562	11/7/2023
11/2/2023	Deborah Lynn Young	$ 60.00	2023-0202	11/7/2023
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
11/8/2023	Samantha Tankersley	$ 60.00	2022-4655	11/9/2023
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
11/10/2023	Jeffrey Mark Wetter	$ 240.00	2022-1800	11/14/2023
11/9/2023	Maritza Lucia Servin	$ 60.00	2023-0988	11/14/2023
11/13/2023	Justo Albert Pena	$ 545.10	2023-2684	11/14/2023
		$ 845.10		
Date	Payor	Amount	Case #	Deposit Date
11/15/2023	Patrick John Bocanegra	$ 60.00	2022-2479	11/16/2023
11/14/2023	Douglas Alan Schaffer	$ 180.00	2022-3815	11/16/2023
11/14/2023	Jason Polasek	$ 60.00	2022-4679	11/16/2023
		$ 300.00		
Date	Payor	Amount	Case #	Deposit Date
11/20/2023	Jose Hiracheia-Fuentes	$ 180.00	2022-3014	11/21/2023
11/20/2023	Daniel Andrew Fox	$ 60.00	2022-3336	11/21/2023
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
11/22/2023	Brooks Michael Barley	$ 60.00	2022-4501	11/28/2023
11/27/2023	Dennis Kyle Diamond	$ 180.00	2022-4723	11/28/2023
11/21/2023	Stetson Gerald Alexander	$ 60.00	2022-4735	11/28/2023
11/22/2023	Bernard Hall Robinson	$ 60.00	2022-4967	11/28/2023
		$ 360.00		

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	230.00	0.00	0.00	0.00	230.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	230.00	0.00	0.00	0.00	230.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
21-00002	Diaz, Omar C (PID #: 1241063)	CHKFEE	75.00	0.00	0.00	0.00	75.00
23-00056	Berryman, Andrea Joyce (PID #: 1777408)	CHKFEE	50.00	0.00	0.00	0.00	50.00
23-00059	Drymon, Tonja Sue (PID #: 1879727)	CHKFEE	75.00	0.00	0.00	0.00	75.00
23-00060	DiMaggio, Charles (PID #: 1942050)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**230.00**	**0.00**	**0.00**	**0.00**	**230.00**

PTI Fees November 2023

date	payor	amount	control #	deposit date
10/30/2023	Fernando Lopez Jr	$ 360.00	2022-3921	11/1/2023
10/31/2023	Macherlyn E Cody	$ 360.00	2022-4797	11/1/2023
10/31/2023	Guy Mitchell Cody	$ 500.00	2023-0174	11/1/2023
10/30/2023	Bobbie Lynette Foret	$ 500.00	2023-1033	11/1/2023
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/1/2023	Alexis Lopez	$ 500.00	2022-2888	11/3/2023
11/1/2023	Ivan Isaac Oropeza	$ 500.00	2023-0854	11/3/2023
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/5/2023	Patrick John Bocanegra	$ 300.00	2022-2479	11/5/2023
11/3/2023	Kyleigh R Brunson	$ 500.00	2022-3562	11/3/2023
		$ 800.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/6/2023	Brandon Kyle Barcalow	$ 360.00	2023-3171	11/8/2023
11/6/2023	Oscar Angel Lopez	$ 360.00	2023-3376	11/8/2023
		$ 720.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/8/2023	Patrick John Bocanegra	$ 200.00	2022-2479	11/13/2023
11/9/2023	Pilote Irishura	$ 500.00	2022-2544	11/13/2023
11/8/2023	Lorenzo Angel Rocero	$ 500.00	2022-2630	11/13/2023
11/8/2023	Gabriel Orona Cavazos	$ 500.00	2022-3063	11/13/2023
11/8/2023	Samantha Keli Tankersley	$ 500.00	2022-4655	11/13/2023
11/9/2023	Deborah Lynn Young	$ 360.00	2023-0202	11/13/2023
11/9/2023	Maritza Lucia Servin	$ 360.00	2023-0988	11/13/2023
		$ 2,920.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/14/2023	Jeffrey Mark Wetter	$ 360.00	2022-1800	11/15/2023
11/14/2023	Hasanain Amin Momin	$ 360.00	2022-3216	11/15/2023
11/14/2023	Julio Cesar Martinez	$ 500.00	2023-0893	11/15/2023
11/13/2023	Nathaly Xiomara Avella Gualdron	$ 360.00	2023-1417	11/15/2023
		$ 1,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/15/2023	Richard J Barrow	$ 500.00	2022-3158	11/17/2023
11/15/2023	Cody Chaston Leshikar	$ 500.00	2022-4459	11/17/2023
11/16/2023	Nrk Guthi Konda	$ 360.00	2023-1443	11/17/2023

		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/17/2023	Jonathan Lee Willett	$ 500.00	2022-3491	11/20/2023
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/21/2023	Yohali Lizeth Sanchez-Dominguez	$ 360.00	2022-3128	11/22/2023
11/20/2023	Daniel Andrew Fox	$ 500.00	2022-3336	11/22/2023
11/20/2023	Collins Ngame Moss	$ 360.00	2022-4389	11/22/2023
11/20/2023	Matthew Lee Roberson	$ 500.00	2022-4666	11/22/2023
11/21/2023	Stetson Gerald Alexander	$ 500.00	2022-4735	11/22/2023
11/20/2023	Victoria Breanne Riordan	$ 360.00	2022-4738	11/22/2023
11/21/2023	Fahem Hamiche	$ 500.00	2023-0981	11/22/2023
		$ 3,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/22/2023	Alisha Caitlin Harris	$ 500.00	2022-3386	11/22/2023
11/22/2023	Brooks Michael Barley	$ 500.00	2022-4501	11/22/2023
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/27/2023	Alexander Thomas Berke	$ 360.00	2022-4936	11/29/2023
11/27/2023	Bernard Hall Robinson	$ 500.00	2022-4967	11/29/2023
11/27/2023	Esbeyde Montiel	$ 360.00	2023-0804	11/29/2023
		$ 1,220.00		

Commissioners Court - Regular Session **8.**

Meeting Date: 12/12/2023

JP1 EOM November 2023

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

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM November 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/05/2023 11:59 AM
Form Started By: Misty Lamb		Started On: 12/05/2023 11:25 AM
Final Approval Date: 12/05/2023		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 5th day of December 2023 to certify which witness my hand and seal of office.

NOTARY PUBLIC
In and for the State of Texas

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

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Criminal; Civil**
Locations: **JP1**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	205.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	10,151.68
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	30,640.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	10.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	151.32
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	9,717.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,023.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	849.86
	0100 - General Fund Total:	**52,747.86**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	3.00
	0360 - Courthouse Security Fund Total:	**3.00**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	1.00
	0361 - JP Security Fund Total:	**1.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,705.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,705.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	4.00
	0372 - Justice Court Technology Fund Total:	**4.00**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	50.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	5.00
	0373 - JP-1 Truancy Program Fund Total:	**55.00**

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Criminal; Civil**
Locations: **JP1**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	3,267.73
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	756.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	95.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,304.41
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	147.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	9.50
	0399 - State Agency Fund Total:	**5,634.14**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	200.00
	JP BOND Total:	**200.00**
	Fee Totals for All Funds:	**60,350.00**

Payment Report - Fee Code Summary

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Criminal; Civil**
Locations: **JP1**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	95.00	19	0.00	0	0.00	0	95.00	19
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	198.53	41	0.00	0	0.00	0	198.53	41
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,267.73	54	0.00	0	0.00	0	3,267.73	54
2020CDF	Compliance Dismissal Fine	40.00	4	0.00	0	0.00	0	40.00	4
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	10.88	2	0.00	0	0.00	0	10.88	2
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	849.86	61	0.00	0	0.00	0	849.86	61
2020LTF	Local Traffic Fine (TC 542.403)	78.27	27	0.00	0	0.00	0	78.27	27
2020STF	State Traffic Fine (TC 542.4031)	1,304.41	27	0.00	0	0.00	0	1,304.41	27
2020TPF	Time Payment Fee CCP 102.030	151.32	11	0.00	0	0.00	0	151.32	11
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	200.00	4	0.00	0	0.00	0	200.00	4
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	200.00	1	0.00	0	0.00	0	200.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	1
CCOP	Civil Copies	3.00	3	0.00	0	0.00	0	3.00	3
CERT	Certified Copy	13.00	5	0.00	0	0.00	0	13.00	5
CFINE	County Fine	9,793.00	68	0.00	0	(76.00)	1	9,717.00	69
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	1
CONT1	Constable Service Fee Pct #1	19,040.00	186	0.00	0	0.00	0	19,040.00	186
COPIES	Certified Copies	5.00	1	0.00	0	0.00	0	5.00	1
DDF	Deferred Disposition Fee	867.00	3	76.00	1	0.00	0	943.00	4
FNTC1	Child Safety Seat Fine Trauma Center	147.50	2	0.00	0	0.00	0	147.50	2
IDF	Indigent Defense Fee (LGC 133.107)	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	1
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	1

Payment Report - Fee Code Summary

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
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	44.00	2	0.00	0	0.00	0	44.00	2
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
MISCOP	Miscellaneous Copy Fees	6.00	2	0.00	0	0.00	0	6.00	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,705.00	341	0.00	0	0.00	0	1,705.00	341
SB41JCSF	Justice Court Support Fund	8,525.00	341	0.00	0	0.00	0	8,525.00	341
SB41LAF	Language Access Fund - LGC 135.155	1,023.00	341	0.00	0	0.00	0	1,023.00	341
SB41SCF	State Consolidated Fee	756.00	36	0.00	0	0.00	0	756.00	36
SFMCWV	State Fine - Motor Carrier Weight Violation	9.50	1	0.00	0	0.00	0	9.50	1
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	280.00	56	0.00	0	0.00	0	280.00	56
WSF1	Constable #1 - Writ Service Fee	11,600.00	58	0.00	0	0.00	0	11,600.00	58
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		60,350.00	1,713	76.00	1	(76.00)	1	60,350.00	1,715

Commissioners Court - Regular Session **9.**

Meeting Date: 12/12/2023

November 2023 Monthly Report

Submitted For: Angela Williams **Submitted By:** Melissa East, J.P. Pct. #2

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 November 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 November Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 09:07 AM
Form Started By: Melissa East		Started On: 12/06/2023 02:25 PM
Final Approval Date: 12/07/2023		

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 Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of November 2023.

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 7th day of December 2023, to certify which witness my hand and seal of office.

Notary Public
in and for the State of Texas

MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **11/01/2023 - 11/30/2023** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	197.40
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	30.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	50.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	7,529.43
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	9,560.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	(40.00)
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	90.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	154.70
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	13,934.00
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	669.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-2-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	4.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	1,903.21
	0100 - General Fund Total:	**34,081.74**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,115.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,115.00**
0399 - State Agency Fund		
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	8,242.47
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	336.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	337.13
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	3,865.68
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-2-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	750.00
	0399 - State Agency Fund Total:	**13,531.28**
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	(656.00)
	JP BOND Total:	**(656.00)**
	Fee Totals for All Funds:	**48,072.02**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 11/01/2023 - 11/30/2023 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	95.00	19	0.00	0	(5.00)	1	90.00	20
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	337.13	69	0.00	0	0.00	0	337.13	69
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	210.68	43	6.91	2	0.00	0	217.59	45
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	25.00	5	0.00	0	0.00	0	25.00	5
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	8,156.74	134	147.73	3	(62.00)	1	8,242.47	138
2020CDF	Compliance Dismissal Fine	130.00	13	0.00	0	0.00	0	130.00	13
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	311.79	32	0.00	0	0.00	0	311.79	32
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,883.85	137	33.36	3	(14.00)	1	1,903.21	141
2020LTF	Local Traffic Fine (TC 542.403)	231.93	79	0.00	0	0.00	0	231.93	79
2020SJF	Jury Summons Fee CCP 102.011(a)(7)	10.00	2	0.00	0	0.00	0	10.00	2
2020STF	State Traffic Fine (TC 542.4031)	3,865.68	79	0.00	0	0.00	0	3,865.68	79
2020TPF	Time Payment Fee CCP 102.030	154.70	12	0.00	0	0.00	0	154.70	12
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	50.00	1	0.00	0	(100.00)	1	(50.00)	2
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	0.00	0	50.00	1	0.00	0	50.00	1
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	0.00	0	0.00	0	(656.00)	3	(656.00)	3
CCOP	Civil Copies	15.75	6	0.00	0	0.00	0	15.75	6
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	13,711.00	93	418.00	2	(195.00)	1	13,934.00	96
CMAIL	Clerk Service Fee by Certified Mail or Posting	47.37	2	0.00	0	0.00	0	47.37	2
COLLFEE	Collection Agency Fee	197.40	3	0.00	0	0.00	0	197.40	3
CONT2	Constable Service Fee Pct #2	6,960.00	66	0.00	0	0.00	0	6,960.00	66
CRFEEOVER	Criminal Overpayment Fee	30.00	1	0.00	0	0.00	0	30.00	1
DDF	Deferred Disposition Fee	859.00	14	0.00	0	0.00	0	859.00	14
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
LT10	Overpayments < $10	4.00	1	0.00	0	0.00	0	4.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,115.00	223	0.00	0	0.00	0	1,115.00	223
SB41JCSF	Justice Court Support Fund	5,575.00	223	0.00	0	0.00	0	5,575.00	223

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 11/01/2023 - 11/30/2023 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SB41LAF	Language Access Fund - LGC 135.155	669.00	223	0.00	0	0.00	0	669.00	223
SB41SCF	State Consolidated Fee	336.00	16	0.00	0	0.00	0	336.00	16
SFMCWV	State Fine - Motor Carrier Weight Violation	750.00	3	0.00	0	0.00	0	750.00	3
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF2	Constable #2 - Writ Service Fee	2,600.00	13	0.00	0	0.00	0	2,600.00	13
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		48,448.02	1,529	656.00	11	(1,032.00)	8	48,072.02	1,548

Commissioners Court - Regular Session **10.**

Meeting Date: 12/12/2023

Justice of the Peace 4 November 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, November 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM NOV 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:16 AM
Form Started By: Veronica Bolander		Started On: 12/07/2023 10:43 AM
Final Approval Date: 12/07/2023		

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 November 2023.

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY TEXAS

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 7th day of December 2023, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
LILLIANA MENDOZA
Notary Public, State of Texas
Comm. Expires 05-11-2025
Notary ID 133094612

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **11/01/2023 - 11/30/2023** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**71,958.49**	**71,958.49**
Total Adjustments Impacting Payments		**(364.00)**	**(364.00)**
Final Fee Code Totals		**71,594.49**	**71,594.49**
Tender Method Summary			
Tender Types	Cash	6,584.63	6,584.63
	Cashier's Check	334.00	334.00
	Certified Payments Credit Card	25,742.90	25,742.90
	Check	1,613.00	1,613.00
	Credit Card	21,967.71	21,967.71
	E-File Credit Card	15,065.25	15,065.25
	Money Order	651.00	651.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Deposit Date: **11/01/2023 - 11/30/2023** 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		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	273.83
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	884.00
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	216.00
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	7,976.95
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	9,840.00
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	29.86
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	506.87
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	26,112.67
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	720.00
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	3,274.81
	0100 - General Fund Total:	**49,834.99**
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	0.82
	0361 - JP Security Fund Total:	**0.82**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	34.41
	0365 - Child Safety Fund Total:	**34.41**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	150.00
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	1.03
	0369 - JP-4 Truancy Program Fund Total:	**151.03**
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	1,200.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,200.00**
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	0.82
	0372 - Justice Court Technology Fund Total:	**0.82**

Payment Report - G/L and Fund Summary

Deposit Date: **11/01/2023 - 11/30/2023** 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	0.41
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	8.22
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	14,316.66
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	357.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	0.82
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	1.24
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	288.36
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	5,012.93
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.41
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	381.23
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	5.14
	0399 - State Agency Fund Total:	**20,372.42**
	Fee Totals for All Funds:	**71,594.49**

Payment Report - Fee Code Summary

Deposit Date: **11/01/2023 - 11/30/2023** 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
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	19.59	6	0.00	0	0.00	0	19.59	6
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	227.33	56	0.00	0	0.00	0	227.33	56
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	60.00	12	0.00	0	0.00	0	60.00	12
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	867.67	214	0.00	0	(5.00)	1	862.67	215
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	14,378.66	285	0.00	0	(62.00)	1	14,316.66	286
2020CDF	Compliance Dismissal Fine	110.00	11	0.00	0	0.00	0	110.00	11
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	210.29	22	0.00	0	0.00	0	210.29	22
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,288.81	288	0.00	0	(14.00)	1	3,274.81	289
2020LTF	Local Traffic Fine (TC 542.403)	300.74	126	0.00	0	0.00	0	300.74	126
2020STF	State Traffic Fine (TC 542.4031)	5,012.93	126	0.00	0	0.00	0	5,012.93	126
2020TPF	Time Payment Fee CCP 102.030	521.87	63	0.00	0	(15.00)	1	506.87	64
AB	Abstract	120.00	4	0.00	0	0.00	0	120.00	4
AFDPS	Arrest Fee - DPS (CCP 102.011)	1.03	1	0.00	0	0.00	0	1.03	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	8.22	1	0.00	0	0.00	0	8.22	1
CCOP	Civil Copies	4.25	2	0.00	0	0.00	0	4.25	2
CFINE	County Fine	26,380.67	228	0.00	0	(268.00)	2	26,112.67	230
CHS	Courthouse Security Fee (CCP 102.017)	0.61	1	0.00	0	0.00	0	0.61	1
CHSJC	JP Security Fee (CCP 102.017)	0.21	1	0.00	0	0.00	0	0.21	1
CJS	Criminal Judicial Support Fee (LGC 103.105)	1.24	1	0.00	0	0.00	0	1.24	1
COLLFEE	Collection Agency Fee	273.83	5	0.00	0	0.00	0	273.83	5
CONT4	Constable Service Fee Pct #4	5,840.00	58	0.00	0	0.00	0	5,840.00	58
CRFEEOVER	Criminal Overpayment Fee	216.00	2	0.00	0	0.00	0	216.00	2
CSSF	Child Safety School Fee (CCP 102.014(c))	34.41	2	0.00	0	0.00	0	34.41	2
DDF	Deferred Disposition Fee	247.00	8	0.00	0	0.00	0	247.00	8
IDF	Indigent Defense Fee (LGC 133.107)	0.41	1	0.00	0	0.00	0	0.41	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	0.82	1	0.00	0	0.00	0	0.82	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	0.82	1	0.00	0	0.00	0	0.82	1
JTP	Juvenile Truancy Program (CCP 102.0174)	1.03	1	0.00	0	0.00	0	1.03	1
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1

Payment Report - Fee Code Summary

Deposit Date: **11/01/2023 - 11/30/2023** 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
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,200.00	240	0.00	0	0.00	0	1,200.00	240
SB41JCSF	Justice Court Support Fund	6,000.00	240	0.00	0	0.00	0	6,000.00	240
SB41LAF	Language Access Fund - LGC 135.155	720.00	240	0.00	0	0.00	0	720.00	240
SB41SCF	State Consolidated Fee	357.00	17	0.00	0	0.00	0	357.00	17
SFMCWV	State Fine - Motor Carrier Weight Violation	381.23	6	0.00	0	0.00	0	381.23	6
TCC	Truancy Court Cost (HB2398)	150.00	3	0.00	0	0.00	0	150.00	3
TP	Time Payment Fee	5.14	1	0.00	0	0.00	0	5.14	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	0.41	1	0.00	0	0.00	0	0.41	1
TPWF	Texas P&W Fine	884.00	7	0.00	0	0.00	0	884.00	7
WARC4	Warrant Fee - Constable Pct. 4	10.27	1	0.00	0	0.00	0	10.27	1
WPOSS	Writ of Possession	100.00	20	0.00	0	0.00	0	100.00	20
WSF4	Constable #4 - Writ Service Fee	4,000.00	20	0.00	0	0.00	0	4,000.00	20

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	71,958.49	2,324	0.00	0	(364.00)	6	71,594.49	2,330

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 11/01/2023-11/30/2023

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$3,274.81	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,146.18		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,169.58		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$935.66		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$23.39		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$3,274.81	$3,274.81			100.000000%
Collected	$3,274.81				

Commissioners Court - Regular Session **11.**

Meeting Date: 12/12/2023

Accept donation by Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Misty Cordero-Pierce, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding acceptance of a donation to Veteran Services in the amount of $681 by an anonymous donor.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2023 09:23 AM
Form Started By: Misty Cordero-Pierce		Started On: 12/04/2023 02:47 PM
Final Approval Date: 12/06/2023		

Commissioners Court - Regular Session **12.**

Meeting Date: 12/12/2023

ESD 1, 9, and 11 reappointments

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the following re-appointments to these respective Emergency Services Boards (ESD); terms run 1/1/24 – 12/31/25:

ESD 1 – Jollyville Fire Department
Laurie Golding- has served since November 2009
Steven Rundell- has served since October 2011

ESD 9
Bob Vogt- has served since January 2018

ESD 11- Shenandoah
Nancy Hood- has served since June 2018
Vaden Mohrmann- has served since August 2020

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2023 02:07 PM
Form Started By: Garry Brown		Started On: 12/06/2023 12:14 PM
Final Approval Date: 12/06/2023		

Commissioners Court - Regular Session **13.**

Meeting Date: 12/12/2023

ESD #10 Appointment of Donald Jirasek

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Donald Jirasik of the Emergency Services District (ESD) #10 Board of Directors for a two-year term ending on December 31st, 2025.

Background

Donald Jirasek has been working for the State of Texas for almost 10 years. He enjoys helping his community. He has been a member of the Thrall 4-H/FFA Booster Club. He volunteers at his local SPJST Youth Club. Likewise, he was a Treasure of the Thrall PTO for 2 years. He has also been a Taylor Little League Director and coach for 5 years. He currently coaches for the Taylor Pony League.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2023 09:01 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/08/2023 08:33 AM
Final Approval Date: 12/08/2023		

Commissioners Court - Regular Session **14.**

Meeting Date: 12/12/2023

Burford Ranch MUD

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving and ratifying the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Burford Ranch Municipal Utility District of Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter to TCEQ RE Burford Ranch MUD Creation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 08:54 AM
Form Started By: Hal Hawes		Started On: 12/06/2023 02:09 PM
Final Approval Date: 12/07/2023		

RANDLE
LAW OFFICE LTD., L.L.P.

Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

December 5, 2023

Water Supply Division TCEQ

RE: Burford Ranch Municipal Utility District
TCEQ Internal Control No. D-08252023-054
CN: 606176048 RN: 111799953

To Whom It May Concern:

Williamson County writes in response to the submission of a petition for the creation of the above-referenced Burford Ranch MUD of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).

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For example, the County notes that, in your notice, the District seeks traditional road powers including:

> "construct, maintain, improve, and operate graveled or paved roads or turnpikes that serve or are intended to serve as an arterial or main feeder roads, or works, facilities, or improvements in aid of those roads or turnpikes inside or outside the boundaries of the proposed District".

However, the District does not state that it will not convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County's maintenance system without a corresponding obligation of the MUD to maintain the road after a specified time period.

Since the 2017 and 2019 legislative sessions effectively ended unilateral annexations by cities, the fiscal burden of developmental control has fallen on counties in general. Historically in Williamson County, MUD creation included agreements between the County and the neighboring municipality that would lead to annexation of that MUD by the municipality after a stated time period, thus limiting the financial exposure of the County in relation to the MUDs. Now however, despite this legislatively created increase in financial exposure to the County by limiting the ability of cities to annex MUDs, the current tax laws cap county tax rates to such a degree that the ability to address growth by counties is severely hampered. Because of these fiscal constraints, new residents of the County, such as those residing in this proposed District, should not shift the cost of development onto the current residents and the County's position and recommendation is that the proposed District help bear the continued cost of its development. This is consistent with recent efforts by the County to share costs between the County and legislatively created MUDs through the enacting legislation and/or Consent and Development Agreements.

For legislatively created MUDs, Williamson County, with the help of Senator Schwertner, has addressed this increased fiscal burden on the County by successfully negotiating Consent and Development Agreements that provide cost sharing between the County, the property developer/owner, and the MUD. The following paragraphs include standard terms in these agreements that the County argues should also apply to the TCEQ created MUDs for equity and public health and safety.

ROADS

The County has adopted a Long-Range Transportation Plan ("LRTP") which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of- way required for any roads which are shown within the boundaries of the Land as Corridor Projects in the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.

Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. Commencing upon the tenth (10^{th}) anniversary date from the date the County provisionally accepted a Subdivision Road, the District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road.

LAW ENFORCEMENT

Pursuant to the authority set forth in Section 49.216 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract pursuant to which the District shall provide funding to the County for the incremental costs incurred by the County for law enforcement services in that portion of the Land located in the County, including the costs of additional personnel, vehicles and equipment associated with the provision of law enforcement services to the Land within the County. Funding shall include per law enforcement position cost for compensation, benefits, vehicles and equipment, as kept by the Williamson County Budget Office. Owner and District acknowledge that any such funding would be used to enhance law enforcement services in Williamson County, as well as in, on and around the Land. Furthermore, the provision of such funding will not mandate or require County to designate, allocate or assign specific law enforcement personnel, vehicles, equipment or services to areas of the Land and that any additional County law enforcement personnel, vehicles, equipment or services funded by District will be assigned countywide. Owner and District understand and agree the County shall not be required to increase its budget for additional law enforcement personnel, vehicles, equipment and services in the event the County does not receive appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to do so.

FIRE AND EMS SERVICES

Pursuant to the authority set forth in Section 49.351 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract to provide for fire-fighting and emergency medical services within the District including providing for necessary buildings, facilities, land, and equipment for such services. As necessary to implement any such contract, the District shall develop a plan that describes the contract, including a presentation of the financial requirements under the contract, submit such contract to the Texas Commission on Environmental Quality for approval, and conduct an election for approval of the plan and financing, all in accordance with the requirements of Section 49.351(g)-(i) of the Texas Water Code.

Owner and the County agree to negotiate in good faith the terms of one or more agreements pursuant to which the Owner shall convey, or cause to be conveyed, to the

County by special warranty deed one or more sites within the Land for establishment of necessary buildings for fire and/or emergency medical services at no cost to the County. The agreement(s) will set forth terms for timing of conveyance, identification of site(s) that do not materially impair development of the Land, and may provide for funding of construction of the buildings by Owner.

ANIMAL CONTROL SERVICES

The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District will provide funding for the incremental costs incurred by the Williamson County Regional Animal Shelter for providing animal control services to that portion of the Land located in the County. For future planning purposes in relation to a contract to be executed between the County and District, the Parties acknowledge the firm of Jackson & Ryan Architects prepared a Capacity Study, dated December 4, 2014 that cites that seven (7) cats and ten (10) dogs are attributed to every one-thousand (1,000) individuals, or 370 homes. As of the Effective Date of this Agreement, the average cost to provide shelter and care at the Williamson County Regional Animal Shelter is approximately $500.00 per animal. Based on the abovementioned Capacity Study and current cost estimations and projections, for every 370 homes constructed in the Land, the District would pay to the Williamson County Regional Animal Shelter for shelter and care of cats and dogs the amount of $185,000.00. The Parties acknowledge the Capacity Study is a 2014 study and that the average cost to provide shelter and care per animal at the Williamson County Regional Animal Shelter is based on current day estimates and projections. Thus, the actual cost to provide shelter and care per animal at the Williamson County Regional Animal Shelter may be different than such estimates and projections; and that these amounts are only being provided for future planning purposes.

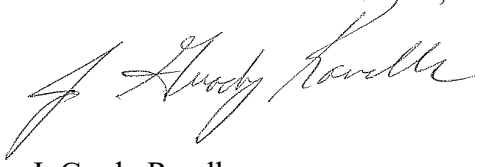
Additionally, MUDs will place an even greater burden on law enforcement, emergency medical, fire and animal control services that are already very strained in the county and that, not only will the health and safety of the residents of the developer's MUD be affected, all other residents that the county provides such services will also be affected. The first MUD came in 1974 and in the last 10 years the number of MUDs has almost doubled versus the previous 38 years, growing from 41 MUDs to 80 and acreage has increased by 15,620 acres (72% increase) in the last 10 years. In the last 20 years the numbers of MUDs have grown by 627% (from 11 to 80 MUDs) and acreage has grown by 319% (8,926 to 37,373 acres). The burden is too great on the County without the long-term commitment of the MUDS to also bear the burden of growth on the services normally provided by cities and now attempting to be shifted to the County.

In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions regardless of whether it is created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

Therefore, as referenced above, the County opposes the creation of this MUD and requests a contested case hearing.

Very truly yours,

RANDLE LAW OFFICE LTD., L.L.P.



J. Grady Randle

Enc.

Commissioners Court - Regular Session **15.**

Meeting Date: 12/12/2023

MUD No. 48

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving and ratifying the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 48.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter to TCEQ RE MUD No. 48 Creation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 08:55 AM
Form Started By: Hal Hawes		Started On: 12/06/2023 02:11 PM
Final Approval Date: 12/07/2023		

RANDLE
LAW OFFICE LTD., L.L.P.

Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

December 6, 2023

Mr. Michael Briscoe
Mr. James Walker
Districts Creation Review Team
Water Supply Division TCEQ
James.Walker@tceq.texas.gov

RE: Williamson County MUD No. 48
TCEQ Internal Control No. D-08252023-052
CN: 606175214 RN: 111798500

Dear Mr. Briscoe and Mr. Walker:

Williamson County writes in response to your letter dated September 11, 2023, copy attached, regarding the submission of a petition for the creation of the above-referenced Williamson County MUD No. 48 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the

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County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).

For example, the County notes that, in your notice item (4), the District seeks traditional road powers including:

> "(4) construct, finance, improve, operate, and maintain macadamized, graveled, or paved roads and turnpikes, or improvements in aid of those roads… purchase, construct, acquire, improve, or extend inside or outside of its boundaries such additional facilities, systems, plants, and enterprises as shall be consonant with all of the purposes for which the proposed District is created."

However, the District does not state that it will not convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County's maintenance system without a corresponding obligation of the MUD to maintain the road after a specified time period.

Since the 2017 and 2019 legislative sessions effectively ended unilateral annexations by cities, the fiscal burden of developmental control has fallen on counties in general. Historically in Williamson County, MUD creation included agreements between the County and the neighboring municipality that would lead to annexation of that MUD by the municipality after a stated time period, thus limiting the financial exposure of the County in relation to the MUDs. Now however, despite this legislatively created increase in financial exposure to the County by limiting the ability of cities to annex MUDs, the current tax laws cap county tax rates to such a degree that the ability to address growth by counties is severely hampered. Because of these fiscal constraints, new residents of the County, such as those residing in this proposed District, should not shift the cost of development onto the current residents and the County's position and recommendation is that the proposed District help bear the continued cost of its development. This is consistent with recent efforts by the County to share costs between the County and legislatively created MUDs through the enacting legislation and/or Consent and Development Agreements.

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the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.

Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. Commencing upon the tenth (10^{th}) anniversary date from the date the County provisionally accepted a Subdivision Road, the District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road.

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requirements of Section 49.351(g)-(i) of the Texas Water Code.

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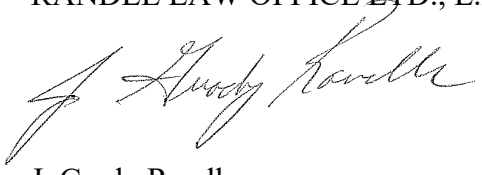
Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

Therefore, as referenced above, the County opposes the creation of this MUD and requests a contested case hearing.

Very truly yours,

RANDLE LAW OFFICE LTD., L.L.P.



J. Grady Randle

Enc.

cc: Mr. John Alverez, P.E.
Quiddity Engineering, LLC
3100 Alvin Devane Blvd., Suite 150
Austin, Texas 78741-7409

Mr. Ryan Quinn, P.E.
Quiddity Engineering, LLC
3100 Alvin Devane Blvd., Suite 150
Austin, Texas 78741-7409

Ms. Laken Kilgore
Coats Rose, PC
9 Greenway Plaza, Suite 1000
Houston, Texas 77046-0900

Commissioners Court - Regular Session **16.**

Meeting Date: 12/12/2023

Approval to seek grant funding through CAPCOG Solid Waste Grant

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take any appropriate action to allow the Pct 4 Constable's Office to apply for a grant through the CAPCOG (Capital Area Council of Governments) Solid Waste Grant for funds to facilitate environmental enforcement.

Background

The Pct 4 Constable's Office is seeking approval to apply for a grant through CAPCOG. This grant would provide the items outlined in the attached table, titled "CAPCOG Solid Waste Grant Itemized Request." All items will be used for evidence collection and prosecution of environmental crimes.
This grant requires a 10% match which will be paid with existing budgeted and approved funds in line item 3008 LE Equipment. Maintenance costs associated with cameras are minimal and predominately for replacing batteries and SD memory cards (also requested). All maintenance costs will be covered through funds already allocated for equipment repairs and supplies.

This request was previously approved by the Court on November 7, 2023 (Item #17) for a lesser total. The grant funds available now to apply for have increased. The department POC for this grant is Lt. Mike Pendley.

Grant $34,408.49
Match $3,823.17

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAPCOG Solid Waste Grant Itemized Request

Grant Request Worksheet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 09:12 AM
Form Started By: Brian Olson		Started On: 12/06/2023 08:44 PM
Final Approval Date: 12/07/2023		

CAPCOG Solid Waste Grant Itemized Request

Qty	Cost per	Item	Vendor	Total$
10	399.99	Reconyx Hyperfire 2 LPC	Cabellas	3999.99
4	599.99	Reconyx Ultrafire XR6 Covert IR Camera	Cabellas	2,399.96
10	66.99	Reconyx Hyperfire 2 Security Enclosure	Adorama	660.99
10	129.99	Stealth Cam STC-DS4KU	Amazon	1299.99
10	44.99	Stealth Cam Security Enclosure	Stealth Cam	449.99
15	34.38	Outdoor Combo Lock, 1-1/2 in. Shackle, Resettable, 2 Pack	Home Depot	515.7
40	21.79	Lexas Professional 128 g SD Cards	Staples	871.6
75	75	**144 ct** Duracell Procell AA Batteries	Amazon	5,625
75	249	Energizer L91 **100 ct**. AA Lithium Batteries	Amazon	18,675
5	29.97	**50 pk** 2 1/2" TimberLok 64 mm wood screws	Home Depot	149.85
5	149	Milwaukee 18-Volt Compact Drill Impact Driver	Home Depot	745
1	559	Milwaukee M18- 10" 18 Volt Lithium saw kit	Home Depot	559
10	7.97	SHOCKWAVE Impact Duty 5/16 in 3 set	Home Depot	79.7
5	140	Certified Stainless Steel Weight - Class 5, 5 lb	Uline	700
10	57	Anker Power Banks	Amazon	570.00
8	44.99	Surveillance Cameras Indoor, Motion Detection, App Remote	Amazon	359.92
3	189.99	1100 lbs Stainless Steel Portable Vet scale	Amazon	569.97
			TOTAL	**38231.66**

Grant Title/Project Name:	CAPCOG Solid Waste Diversion Grant
Department:	Constable Precinct 4
Requestor:	Mike Pendley
Contact Email:	mpendley@wilco.org
Contact Phone Number:	mpendley@wilco.org
Start Date:	1/1/2024
End Date:	12/31/2024
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	Constables are charged with enforcing environmental crimes in Williamson County. Precinct 4 has the overwhelming majority of those violations. We currently have an existing game camera program that if expanded will help us fight the increasing problem of illegal dumping in East Williamson County, Grant funds will be used to purchase the 24 cameras, along with all of the accessories needed for their mounting and operation, along with the tools need to mount and maintain the cameras. We will also purchase 3 scales and accessories to assist in accurately documenting the violations. All items will be used for evidence collection and prosecution of environmental crimes.
Select the type of grant your department is applying for:	Local
What is the amount of the grant?	$34,408.49
Please provide a breakdown of the total cost above.	

Qty	Cost per	Item	Vendor	Total$
10	399.99	Reconyx Hyperfire 2 LPC	Cabellas	3999.99
4	599.99	Reconyx Ultrafire XR6 Covert IR Camera	Cabellas	2,399.96
10	66.99	Reconyx Hyperfire 2 Security Enclosure	Adorama	660.99
10	129.99	Stealth Cam STC-DS4KU	Amazon	1299.99
10	44.99	Stealth Cam Security Enclosure	Stealth Cam	449.99
15	34.38	Outdoor Combo Lock, 1-1/2 in. Shackle, Resettable, 2 Pack	Home Depot	515.7
40	21.79	Lexas Professional 128 g SD Cards	Staples	871.6
75	75	144 ct Duracell Procell AA Batteries	Amazon	5,625
75	249	Energizer L91 100 ct. AA Lithium Batteries	Amazon	18,675
5	29.97	50 pk 2 1/2" TimberLok 64 mm wood screws	Home Depot	149.85
5	149	Milwaukee 18-Volt Compact Drill Impact Driver	Home Depot	745
1	559	Milwaukee M18- 10" 18 Volt Lithium saw/ hedger kit	Home Depot	559
10	7.97	SHOCKWAVE Impact Duty 5/16 in 3 set	Home Depot	79.7
5	140	Certified Stainless Steel Weight - Class 5, 5 lb	Uline	700
10	57	Anker Power Banks	Amazon	570.00
8	44.99	Surveillance	Amazon	359.92

	3	189.99	Cameras Indoor, Motion Detection, App Remote 1100 lbs Stainless Steel Portable Vet scale	Amazon	569.97
				TOTAL	**38231.66**

Is there a match requirement?	Yes
What is the source of the match?	This grant requires 10% contribution/match which will be paid through our existing LE Equipment line item (.3008) which has money budgeted and approved for these items.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	We currently have an existing game camera program but need additional units
How is this asset request different from any similar assets currently in the County and/or region?	This would be in addition to our existing program
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	With this award, we will be able to cover a large portion of the hot spots across the 620 square miles of Precinct 4.
How often do these events occur?	Multiple times a day
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	These cameras will be managed and maintained through the daily operations of our Environmental Deputies.
Where will the asset be stored?	Precinct 4 Taylor Annex, when not deployed
What is the useful life of the asset?	4-5 years
Will a replacement be requested from general funds when useful life has been exhausted?	No

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	no
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Just batteries, which are also requested
How will this asset be funded when the grant ends?	Potentially ask for additional cameras on an as-needed basis
What is the impact if the grant is not received?	We will continue our environmental enforcement but, we will have to shift cameras around constantly and not have the desired coverage.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of	

a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along	

with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	$3823.17 (10% match)
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	
What is the cost and frequency to maintain/update the additional equipment?	0
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	$3,823.17
Please identify any known decrease in funding at this time.	
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	118
Version	1.0
Attachments	False

Created	12/6/2023 12:40 PM
Created By	Mike Pendley
Modified	12/6/2023 12:40 PM
Modified By	Mike Pendley

Commissioners Court - Regular Session **17.**

Meeting Date: 12/12/2023

Approval of Master Services Agreement and Consulting Services Order from MCCi, 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 Master Services Agreement and Consulting Services Order #202474 between Williamson County and MCCi, LLC. for a not-to-exceed amount of $50,000.00, pursuant to BuyBoard contract #625-20, and authorize the execution of these agreements.

Background

Williamson County has used Laserfiche software from MCCi, LLC for several years. The Master Services Agreement will allow Information Systems to get updated terms and conditions in place and will serve as the overarching terms and conditions to which future orders will adhere. The Consulting Services Order is the professional services agreement MCCi will use on which to build and bill projects based on time and materials. Funding source is 01.0100.0503.005741 as per FY24 budget. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MCCi Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	12/05/2023 03:50 PM
Purchasing (Originator)	Joy Simonton	12/06/2023 11:39 AM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 11:42 AM
Form Started By: Misty Brooks		Started On: 12/01/2023 12:21 PM
Final Approval Date: 12/06/2023		

MASTER SERVICES AGREEMENT [redacted]

This Master Services Agreement No. 20912 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCI**") and Client (defined herein). MCCI and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates,**" defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCI and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCI to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification, or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCI have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCI in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCI, MCCI will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCI for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCI is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in accordance with the Texas Prompt Payment Act in section 15(v).

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive

of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a **"Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an **"Event of Non-appropriation"**). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees **"Personnel"**). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. ~~The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.~~

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information

which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), MCCi shall retain any and all rights in such Pre-existing Work. MCCI hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to **"Personal Information"** (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCI HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including

but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, **"State Data Protection Laws"**), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party (**"Indemnifying Party"**) shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings (**"Claims"**) to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES, AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCI'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO $500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCi	If to Client:
MCCi, LLC	Williamson County
3717 Apalachee Parkway	301 SE Innerloop, Suite 105
Suite 201	Georgetown, TX 78626
Tallahassee, FL 32311	Attn: Tammy McCulley
Attn: Legal Department	Email: tmcculley@wilco.org
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) Third-Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, **"Open Source"** shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. **"Force Majeure"** means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

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

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "**Dispute**") will be governed by the laws of the State of Texas, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

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

(w) Vendor Reimbursement Policy:
In the event Client authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, Client 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 Agreement 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 MCCi's invoice and clearly set forth the actual cost of the expenses, without markup.

(x) Public Information:
MCCi understands that Client will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

(y) 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.

(z) 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.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: E-SIGNED by Victor D'Aurio on 2023-12-04 13:05:51 GMT

Name: Victor D'Aurio

Title: Chief Operating Officer

Date: December 04, 2023

WILLIAMSON COUNTY ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

301 SE INNERLOOP, SUITE 105
GEORGETOWN, TX 78626

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT [redacted]

INITIAL MCCi CONSULTING SERVICES ORDER

Pursuant to Master Services Agreement [redacted] **"Agreement"**):

This Initial MCCi Consulting Services Order, designated as Addendum No. 1, is entered into as of _____, (**"Addendum Effective Date"**), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

Signed: E-SIGNED by Victor D'Aurio on 2023-12-04 13:05:45 GMT

Name: Victor D'Aurio

Title: Chief Operating Officer

Date: December 04, 2023

WILLIAMSON COUNTY ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

RATE CARD

If the accumulation of Task Order(s) exceeds the fee quote in the corresponding order or the effort incurred on an individual Task Order exceeds its allocated funding, MCCi will require written confirmation that additional funding has been approved prior to proceeding.

PRICING

Rate Card			
Role	**Unit**	**List Price**	**BuyBoard #625-20 with SLA Rate**
MCCi Consulting Services			
Project Manager, Certified	Per Hour	$285.00	$256.50
Project Manager	Per Hour	$225.00	$202.50
Systems Engineer	Per Hour	$225.00	$202.50
Business Analyst	Per Hour	$225.00	$202.50
Trainer	Per Hour	$225.00	$202.50
Records Manager, Certified	Per Hour	$225.00	$202.50
Solutions Architect	Per Hour	$285.00	$256.50
Senior Solutions Architect	Per Hour	$325.00	$292.50
Developer	Per Hour	$300.00	$270.00
Weekend/After Hours Premium *(If Laserfiche Support Team is utilized during the Reservation period, an additional $250.00 per hour will be applied.)*	Per 4 Hour Reservation	$500.00	$450.00
Weekend/After Hours Premium Hourly Rate	Per Hour	Role Rate x 1.5	Role Rate x 1.5
Not To Exceed Total			**$50,000.00**

BILLING SCHEDULE

All Services will be billed monthly for work completed during the previous month at the rates defined in the Rate Card above. **ANY TIME OR DOLLAR ESTIMATES GIVEN ON A TIME AND MATERIALS PROJECT ARE STRICTLY ESTIMATES.** Client is responsible for all hours worked by MCCI.

OVERVIEW

This Consulting Services Agreement (including its appendices hereto, the "MCS") is subject to Client's Master Legal Agreement with MCCi and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this MCS and the Master Legal Agreement, the definition within the Master Legal Agreement shall apply unless the discrepancy is specifically called out within this MCS at which time the term of this MCS shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Legal Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

SERVICES PROVIDED

Client is requesting ongoing consulting services to assist them with their business process automation goals through a flexible staffing arrangement, enabling Client to move forward with projects related to MCCi-implemented solutions. MCCi's consulting services are designed to be highly collaborative and effectively extend Client's team.

The types of assistance may include:

1. Project & Program Management
2. Business Process Requirements Gathering and Task Order drafting
3. Recurring Status and Strategy Meetings
4. Configuration of Client-Owned Solution Components
5. Training on Solution Components and/or configured Business Processes
6. Integration/Developer Assistance

SERVICE PERIOD

Begins on 11/04/2023 and expires on 09/30/2024 (the "Service Period"). All work will be stopped on any open Appendix(s) upon the expiration of the Service Period. Additionally, no new work will be initiated after the expiration of the Service Period, even if uncommitted funding remains on this MCS. To continue work past the expiration of the Service Period, either a Change Order or a new MCS is required.

ASSUMPTIONS

The following assumptions serve as the basis for this MCS. Any service or activity not described in this MCS is not included in the scope of services to be provided. Variations to the following may impact the MCS cost and/or schedule justifying a change order.

SERVICES

MCCi's services under this MCS and its corresponding appendix(s) are the time worked by our personnel assigned to the Task Order described in the respective appendix to augment Client's staff and all work products developed as a result of the work being performed ("Services"). MCCi will be working under the day-to-day direction of Client's Project Manager who will work with MCCi's Project Manager to coordinate worker's utilization (where and how they work) for the duration of the engagement. Client will also be responsible for the accuracy and approval of Task Orders.

DELIVERABLE ACCEPTANCE CRITERIA

- Client shall have the right to conduct any review of the Services.
- If Client, in its reasonable discretion, determines that any Services does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail.
- **Notwithstanding the foregoing, if Client fails to reject any Service within five (5) business days, such Services shall be deemed accepted.**

ASSIGNMENT OF WORK

- Task Order 01-Program Management and Consulting: Client acknowledges that (i) at times it needs the assistance of MCCi to scope out certain tasks, to perform general staffing services, or assist in the preparation of more detailed project plans, (ii) at times it requests or requires recurring status updates and/or meetings, and (iii) such work performed by MCCi personnel will be considered billable Services. These Services will be billed under a generic Task Order referenced as "Task Order 01-Program Management and Consulting" per the Rate Card.
- Task Order(s): Additional Task Orders to be incorporated into the MCS will include a description of the Services to be performed, an estimated timeline, the roles identified to perform the Services and an allocation of the funding available within the MCS.

GENERAL

- If either party identifies a business issue during the performance of Services, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required by the Services.
- Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands,

lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.

- Through the course of this project, MCCi may choose to utilize the third-party service Asana (http://www.asana.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this MCS; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this MCS.
- Client shall provide the following to MCCi personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary security access, software, hardware, and documentation; and (iii) timely assistance in the correction of any hardware or software problems that would affect the performance of Services.
- Scheduling of MCCi's resources will be mutually agreed upon between MCCi and Client. MCCi will assign an MCCi Project Manager, who will be the primary contact for the Client and will be responsible for scheduling.
- Services may be performed remotely or onsite as agreed upon between MCCi and Client.
- Client is responsible for handling internal funding/purchase order requirements related to the MCS.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

TASK ORDER 01 TO ADDENDUM 1:
PROGRAM MANAGEMENT AND CONSULTING

This Task Order is incorporated by reference to the Consulting Services Agreement (the "MCS") by and between MCCi and Client.

Committed Funding: $10,000.00 will be committed against the MCS fee quote

Tasks to be performed by MCCi may include:

- Project & Program Management
- Business Process Requirements Gathering and Task Order drafting
- Recurring Status and Strategy Meetings
- Other consulting services

Period of Performance: Service Period as defined in the MCS

Point of Contact:

- Client project manager: TBD
- MCCi project manager TBD

At MCCi's sole discretion, if and as necessary, other Team Roles and/or appropriately qualified MCCi personnel may be assigned to this Task Order.

Acknowledgement:
Your signature represents approval to this Task Order.

MCCi, LLC "MCCi"

Signature E-SIGNED b ictor D'Aurio on 2[redacted]12-05 18:52:03 GMT

Name Victor D'Aurio

Title Chief Operating Officer

Date MCCi, LLC

WILLIAMSON COUNTY "Client"

Signature _____

Name _____

Title _____

Date _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1099943

Date Filed:
12/02/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MCCi, LLC
Tallahassee, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202474
Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CPC MCCi Holding, LLC	Tallahassee, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Emery Jones, and my date of birth is [redacted].

My address is 316 Bethany Curve (street), Santa Cruz (city), CA (state), 95060 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Santa Cruz County, State of Californina, on the 2 day of December (month) 20 23 (year).

E-SIGNED by Emery Jones
on 2023-12-04 22:30:55 GMT

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1099943

Date Filed:
12/02/2023

Date Acknowledged:
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MCCi, LLC
Tallahassee, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202474
Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CPC MCCi Holding, LLC	Tallahassee, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **18.**

Meeting Date: 12/12/2023

Approval of Purchase for Enterprise Supervision Integrate Hearing from Tyler Technologies, Inc. for Information Systems.

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Professional Service Agreement between Williamson County and Tyler Technologies Inc for the purchase of Integrate Hearing for the Jail Manager by Enterprise Supervision in the amount of $3,780.00 and authorizing the execution of the Agreement.

Background

The approval of this purchase will benefit Williamson Counties Information Systems Department. The Integrate Hearing from Jail Manager pulls resourceful data such as date, time, court, judge, and other information about the Hearings page for the associated case. The funding source is 01.0100.0503.004100 as per FY24 Budget. The department point is Deanna Saucedo in Information Systems. Vendor is pubically traded, 1295 form not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Technologies Inc Enterprise Supervision Integrate Hearing

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Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/07/2023 11:19 AM
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:21 AM
Form Started By: Koren Shannon		Started On: 12/04/2023 11:05 AM
Final Approval Date: 12/07/2023		

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	**FIXED AMOUNT**
DEV: • Integrate Hearing from Jail Manager to Enterprise Supervision - Pull fields: Date, Time, Court, Judge, Type from Odyssey and Jail Manager to ESUP's Hearings page for the associated case. No travel expenses, as all work will be completed remotely. **CLIENT:** Williamson County, TX. – Enterprise Supervision	$3,780
	Total Contract Amount **$3,780**

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.		**WILLIAMSON COUNTY, TX.**	
By:	Sherry Clark	By:	
Name:	Sherry Clark	Name:	
Title:	Group General Counsel	Title:	
Date:	November 16, 2023	Date:	

Professional Services Agreement
Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder for the fixed fee specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc.– Operating

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
a) Commercial general liability of at least $1,000,000;
b) Automobile liability of at least $1,000,000;
c) Professional liability of at least $1,000,000; and
d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

Commissioners Court - Regular Session **19.**

Meeting Date: 12/12/2023

Wilco Headquarters Project - Atmos Utility Relocation

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement and Above Ground Facilities Easement by and between Williamson County, Texas and Atmos Energy Corporation relating to the termination and relocation of an existing 60-foot gas line easement in relation to the Williamson County Headquarters Project.

Background

It has become necessary to enter into an agreement and easement with Atoms Energy Corporation whereby Atmos will terminate and vacate its existing 60 Foot Gas Easement (current location of Gas Line L20) that traverses the property in the location the county intends to construct the Williamson County Headquarters Project. County and Atmos have agreed that County will, through an Aboveground Facilities Easement, grant to Atmos a new 50 foot by 50 foot aboveground station to be situated on the county's property in exchange for Atmos' relocation and termination of the existing easement location where Line L20 is currently located in the 60 Foot Gas Easement.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Summary of Terms

Easement Release

Facilities Easement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/06/2023 10:05 AM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 11:44 AM
Form Started By: Gina Wrehsnig		Started On: 12/06/2023 09:56 AM
Final Approval Date: 12/06/2023		

Letter Agreement

November 30, 2023

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
Attn: Dale Butler

Re: Proposal by Atmos Energy Corporation ("Atmos Energy") to acquire a new 50 by 50 aboveground station from Williamson County (the "County") and the partial relocation of Line L20 and the abandonment in place of approximately 4,200 ft of 6 inch gas line

Dear Williamson County:

This letter will serve to formalize the agreements made by and between Atmos Energy and Williamson County, Texas.

In connection with the discussions between Atmos Energy and the County, the following items have been agreed upon:

(i) Atmos Energy will be abandoning approximately 4,200 feet of 6" pipeline in Williamson County in the location shown on the attached **Exhibit A** to accommodate the New WILCO HQ project and the accompanying 60' easement for the pipeline.

(ii) The County will grant Atmos Energy an easement for an aboveground station with the necessary access and temporary workspace approximately in a substantially similar form as the easement attached hereto as **Exhibit B** and in the approximate location as shown on **Exhibit B**.

(iii) Following completion of the new aboveground station and abandonment of the 4,200 feet of 6" pipeline, Atmos will execute a Release and Termination of Easement to release, terminate and abandon Atmos' 60-foot easement (approximately 4,200 feet of 6" pipeline) that traverses the County's property approximately in a substantially similar form as the easement attached hereto as **Exhibit C**

The Parties have agreed there will be no compensation paid to the County for the acquisition of the new easement and it will be in a substantially similar form as the agreement attached hereto as **Exhibit B**. If the above paragraphs accurately reflect the agreement between Atmos Energy and the County, please sign in the space provided below.

Sincerely,

Burton Jones, Engineer
Atmos Energy Corporation
5420 LBJ Freeway, Suite 1700
Dallas, Texas 75240

Owner

Accepted and agreed to:

Williamson County, Texas

By: _____

Title: _____

Date: _____

Exhibit A

Exhibit A
Raintree City Park
Kelly's Kids
Southwestern Blvd
Southwestern Blvd
Atmos 60' Easement & 6" HP Steel Pipeline --
Proposed for abandonment
SE Inner Loop
SE Inner Loop
110
* NOT DRAWN TO SCALE
Williamson County Emergency Services
30°37'29.74" N

Exhibit B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Line: L20
R/W#: _____

ABOVEGROUND FACILITIES EASEMENT

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

That for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of:

laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground pipeline or pipelines, which shall not exceed eight inches (8") in nominal diameter excluding any protective coating or wrapping at the time of initial installation (with the right to increase or decrease the diameter during any subsequent replacement), and up to two (2) additional pipelines which shall not exceed forty-two inches (42") in nominal diameter each, excluding any protective coating or wrapping, following the installation of the initial pipeline, and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground Facilities Piping (defined below), drips, valves, fittings, metering facilities, taps, saddles, pressure relief facilities, pigging facilities, pressure regulating facilities, electrical service, anodes, rectifier poles, and other devices for the control of corrosion, communication facilities, odorization equipment, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Easement Area (as defined herein), aerial and pipeline markers, and other appurtenance as may be necessary or desirable in the operation of said facilities (collectively, the "Aboveground Facilities"), over, across, under and upon the lands more particularly described on, and depicted as the "Surface Site" in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Facilities Easement Area"). "Facilities Piping" refers to additional segments of above or below ground piping which

may be required for the safe and/or convenient operation of said Facilities within the Easement Area and to effectuate the purposes permitted herein. All pipes and/or pipelines (other than the Facilities Piping) shall be initially installed at a minimum depth of thirty-two inches (32").

Grantee's Aboveground Facilities and any improvements are collectively referred to as Grantee's "Easement Facilities." The areas comprising the Facilities Easement Area is referred to as the "Easement Area."

Grantee shall also be entitled to use temporary workspace as described in Exhibit "A" (the "Temporary Workspace") to carry out the initial construction of the Facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee's right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of the Facilities has been completed and the same are placed into service.

It is further agreed as follows:

1. Grantee shall have the right to select the location of said Aboveground Facilities within the Facilities Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Facilities Easement Area in the event Grantee cannot, within its sole discretion, reasonably access the Facilities Easement Area by staying within the boundaries of the Easement Area. Further if Grantee determines it is necessary to use Grantor's adjacent or additional lands for access, then Grantee shall exercise such ingress and egress rights as follows:

    a. Grantee shall first use those existing interior roadways as designated by Grantor which provide reasonable access from a public right-of-way to the Facilities Easement Area;

    b. If no such interior roadways exist, Grantee shall use such route as is most reasonably direct to get from a public right-of-way to the Facilities Easement Area, taking into account Grantor's existing uses of the adjacent or additional lands and avoiding damages to such existing uses to the extent reasonably possible;

    c. In the event there is an impediment to access which requires Grantee to get onto Grantor's adjacent or additional lands in order to get around such impediment to access, then Grantee shall only use such portion of Grantor's adjacent or additional lands as is reasonably necessary to get around such impediment and back onto the Facilities Easement Area as soon as is reasonably practical.

    A width of twenty feet (20') shall be considered reasonable for any routes of ingress and egress unless a greater width is necessary to accommodate turning radiuses of Grantee's construction equipment and vehicles.

2. Grantor shall have no access rights on, under, or over the Facilities Easement Area.

3. The aforesaid consideration includes any and all damages that may be sustained by the construction and installation of each pipeline and appurtenance permitted under this Aboveground Facilities Easement, as well as damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Easement Facilities to be installed under the instrument, including without limitation, cutting trees and damages to land, trees, buildings, growing crops and grasses. Grantee shall, at its option, repair or replace any damage caused to gates and fences by Grantee's removal, cutting, or use thereof. Grantee agrees that after it completes the original installation of each pipeline and appurtenance permitted under this Aboveground Facilities Easement, it will restore the original contour of the surface of the Temporary Workspace and any remaining property used for construction that is not part of the Easement Area, as nearly as practicable, to its pre-construction condition within a reasonable period of time reflective of and dependent upon the construction and property's characteristics, including but not limited to seasonal growing periods and weather patterns. Grantee will also maintain the Easement Area in a manner consistent with the purposes stated herein. Grantee shall have the right to remove, cut, and use any gates or fences crossing the Easement Area, including the right to install gates in such fences within the Easement Area. Grantor shall have the right to install and maintain fences provided that such use does not interfere with Grantee's permitted use of the Easement Area, the Easement Facilities, or the Temporary Workspace and Grantee shall at all times have access through any such fence by means of a gate.

4. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area (and the Temporary Workspace while in effect). Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement Area (and the Temporary Workspace while in effect). Further, in addition to the rights stated herein, Grantor specifically acknowledges and agrees that pursuant to this paragraph Grantee has the right to remove any type of tree, including pecan, olive, or other crop-bearing tree, from, and to prevent any future encumbrance over, said Easement Area (and the Temporary Workspace while in effect) by any tree or any other crop interfering with the construction, maintenance, and/or operation of the pipelines permitted under this Aboveground Facilities Easement without any compensation whatsoever to Grantor or its successors and assigns, which rights are included in the aforesaid consideration. .

5. Grantee does not intend to employ a "double ditch" method.

6. If a complete assignment of this Aboveground Facilities Easement occurs outside of an assignment to an affiliate or to a successor thorough merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses, Grantee shall provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property. Provided however that such notice shall not have any effect on the validity or legal effect on the assignment.

7. Grantee shall only grant third-party access to the Easement Area for: (a) a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline or appurtenances installed under this Aboveground Facilities

Easement, or (b) another natural gas corporation or natural gas utility as defined by Texas law.

8. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

9. Grantor and Grantee agree that the failure to assert any right under this Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Aboveground Facilities Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in paragraph 4 above.

10. This Aboveground Facilities Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.123 of the Texas Health and Safety Code (or any successor statute). Further, as used within this easement agreement, the word "structure" is intended to be interpreted broadly so as to include all manner of man-made items of any type, including but not limited to paving, parking lots, and terracing.

11. Except for the rights conveyed by this instrument, Grantee may not exercise any right over Grantor's property without express written consent from Grantor. However, the preceding sentence is not intended to and does not alter, modify, restrict, amend, or otherwise diminish any right Grantee has to use Grantor's property independent of this agreement, whether through a separate agreement, by law, or otherwise.

12. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Aboveground Facilities Easement has been negotiated by the parties, and this Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature page to follow>

EXECUTED this _____ day of _____, _____

GRANTOR(S):

Williamson County, Texas

3101 SE Inner Loop
Georgetown, TX 78626

_____
(SIGNATURE)

_____
(NAME)

Title: As presiding officer of the Williamson County Commissioners Court

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, as presiding officer of the Williamson County Commissioners Court, on behalf of **Williamson County, Texas** known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____.

_____
Notary Public in and for the State of Texas

_____
(Print Name of Notary Public Here)

My Commission Expires:_____

Exhibit A

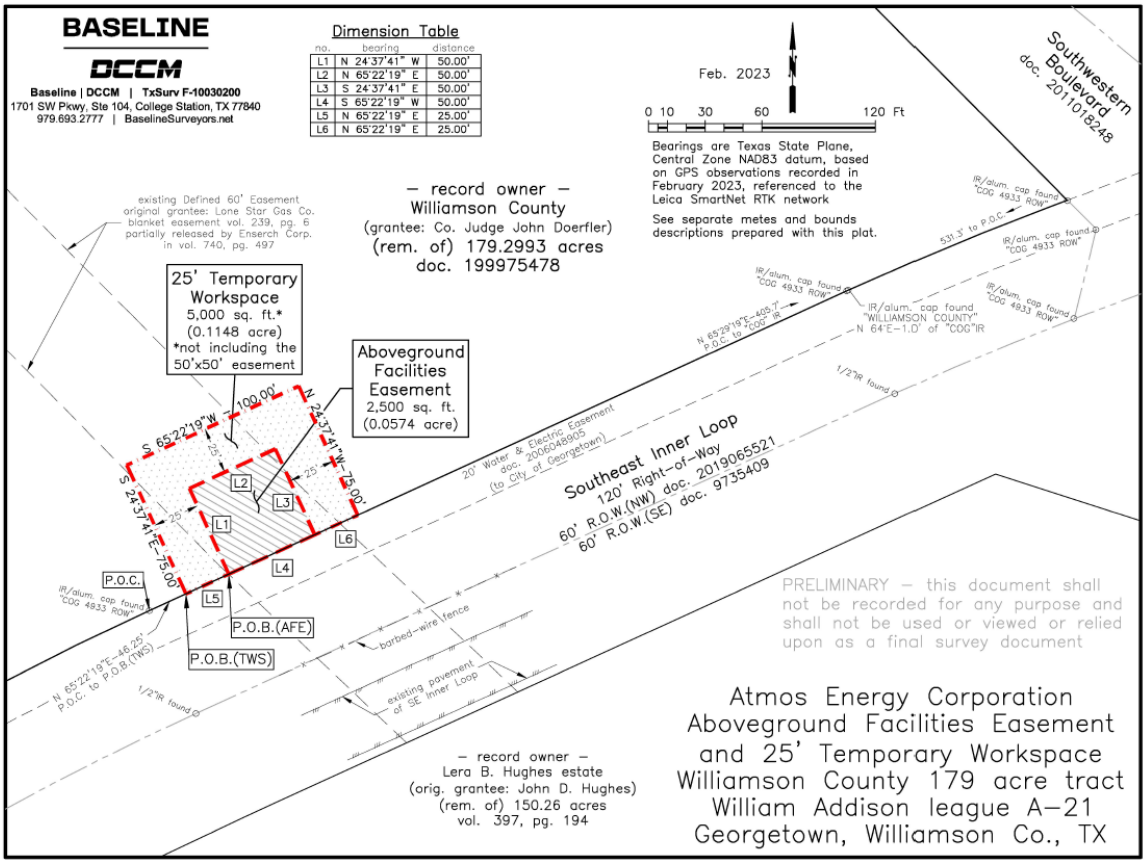
BASELINE
DCCM
Baseline | DCCM | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | BaselineSurveyors.net
Dimension Table
no. bearing distance
L1 N 24°37'41" W 50.00'
L2 N 65°22'19" E 50.00'
L3 S 24°37'41" E 50.00'
L4 S 65°22'19" W 50.00'
L5 N 65°22'19" E 25.00'
L6 N 65°22'19" E 25.00'
Feb. 2023
0 10 30 60 120 Ft
Bearings are Texas State Plane, Central Zone NAD83 datum, based on GPS observations recorded in February 2023, referenced to the Leica SmartNet RTK network
See separate metes and bounds descriptions prepared with this plat.
Southwestern Boulevard
doc. 2011018248
existing Defined 60' Easement original grantee: Lone Star Gas Co. blanket easement vol. 239, pg. 6 partially released by Enserch Corp. in vol. 740, pg. 497
– record owner –
Williamson County
(grantee: Co. Judge John Doerfler)
(rem. of) 179.2993 acres
doc. 199975478
25' Temporary Workspace
5,000 sq. ft.*
(0.1148 acre)
*not including the 50'x50' easement
Aboveground Facilities Easement
2,500 sq. ft.
(0.0574 acre)
S 65°22'19" W
100.00'
N 24°37'41" W 75.00'
S 24°37'41" E 75.00'
25'
L1
L2
L3
L4
L5
L6
P.O.C.
P.O.B.(AFE)
P.O.B.(TWS)
IR/alum. cap found "COG 4933 ROW"
N 65°22'19" E 46.25' P.O.C. to P.O.B.(TWS)
1/2"IR found
20' Water & Electric Easement doc. 2006048905 (to City of Georgetown)
Southeast Inner Loop
120' Right-of-Way
60' R.O.W.(NW) doc. 2019065521
60' R.O.W.(SE) doc. 9735409
barbed-wire fence
existing pavement of SE Inner Loop
N 69°29'19" E 405.7' P.O.C. to "COG" IR
IR/alum. cap found "WILLIAMSON COUNTY" N 64°E-1.0' of "COG" IR
533.3' to P.O.C.
PRELIMINARY – this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document
– record owner –
Lera B. Hughes estate
(orig. grantee: John D. Hughes)
(rem. of) 150.26 acres
vol. 397, pg. 194
Atmos Energy Corporation
Aboveground Facilities Easement
and 25' Temporary Workspace
Williamson County 179 acre tract
William Addison league A–21
Georgetown, Williamson Co., TX

Exhibit A

Exhibit C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Line: L20
R/W#: _____

TERMINATION AND RELEASE OF EASEMENT

This Termination and Release of Easement (this "Termination") is executed by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Atmos"), to be effective as of the date of execution below.

RECITALS

A. Williamson County, Texas (the "County"), by and through its County Judge John Doerfler, was conveyed a 179.2993 acre tract of land out of the William Addison Survey Abstract No. 21 in Williamson County, Texas and being the same tract described as 185.435 acres in Volume 1958 Page 255 save and except a 5.5 acre tract conveyed in Document No. 9735409 both of the Official Records of Williamson County, Texas, with said tract being more particularly described by metes and bounds in that certain Warranty Deed under Document No. 199975478 of the Official Records of Williamson County, Texas (the "Property").

B. Prior to County acquiring the Property, the Lone Star Gas Company was granted that certain Right of Way and Easement Agreement recorded in Volume 239, Page 6, Deed Records of Williamson County, Texas, which granted unto Lonestar Gas Company a right of way and easement over and through the Property (the "Original Right of Way and Easement").

C. Following the grant of the Original Right of Way and Easement, Lone Star Gas Company's successor in interest, Enserch Corporation, partially released the Property from the Original Right of Way and Easement but retained a strip of land 60 foot in width as set out in and described by metes and bounds in a Partial Release of Easement recorded in Volume 740, Page 497, Deed Records of Williamson County, Texas (the "60 Foot Gas Easement").

D. Atmos, as a successor in interest to Lonestar Gas Company and Enserch Corporation, now holds all rights and interests in and to the 60 Foot Gas Easement that traverses the Property.

E. The County now desires to construct improvements on the Property and such improvements would be situated in, on and around the 60 Foot Gas Easement.

Exhibit A

F. To accommodate County's desire to construct improvements in, on and around the 60 Foot Gas Easement that traverses the Property, County and Atmos have agreed that County will, through an Aboveground Facilities Easement, grant to Atmos a new 50 foot by 50 foot aboveground station to be situated on the Property in exchange for Atmos' partial relocation of Line L20 currently located in the 60 Foot Gas Easement and abandon in place approximately 4,200 ft of the 60 Foot Gas Easement that currently traverses the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby certifies that it is the sole and exclusive owner of the 60 Foot Gas Easement identified above, and hereby RELEASES, DISCHARGES and TERMINATES all of its rights, title, interest, claims and demands with respect to the 60 Foot Gas Easement and declares that the 60 Foot Gas Easement is hereby terminated and of no further force or effect with respect to the Property. It is expressly understood and agreed that the release and termination of the 60 Foot Gas Easement is limited only to the Property and that this Termination shall not in any way affect the 60 Foot Gas Easement as it relates to any other real property. This Termination is binding upon Atmos and its respective successors and assigns.

EXECUTED to be effective as of the _____day of _____, 20___.

Atmos Energy Corporation,
a Texas and Virginia corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, _____on behalf of Atmos Energy Corporation.

_____

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY _____
MY COMMISSION EXPIRES

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Line: L20
R/W#: _____

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RECITALS

A. Williamson County, Texas (the "County"), by and through its County Judge John Doerfler, was conveyed a 179.2993 acre tract of land out of the William Addison Survey Abstract No. 21 in Williamson County, Texas and being the same tract described as 185.435 acres in Volume 1958 Page 255 save and except a 5.5 acre tract conveyed in Document No. 9735409 both of the Official Records of Williamson County, Texas, with said tract being more particularly described by metes and bounds in that certain Warranty Deed under Document No. 199975478 of the Official Records of Williamson County, Texas (the "Property").

B. Prior to County acquiring the Property, the Lone Star Gas Company was granted that certain Right of Way and Easement Agreement recorded in Volume 239, Page 6, Deed Records of Williamson County, Texas, which granted unto Lonestar Gas Company a right of way and easement over and through the Property (the "Original Right of Way and Easement").

C. Following the grant of the Original Right of Way and Easement, Lone Star Gas Company's successor in interest, Enserch Corporation, partially released the Property from the Original Right of Way and Easement but retained a strip of land 60 foot in width as set out in and described by metes and bounds in a Partial Release of Easement recorded in Volume 740, Page 497, Deed Records of Williamson County, Texas (the "60 Foot Gas Easement").

D. Atmos, as a successor in interest to Lonestar Gas Company and Enserch Corporation, now holds all rights and interests in and to the 60 Foot Gas Easement that traverses the Property.

E. The County now desires to construct improvements on the Property and such improvements would be situated in, on and around the 60 Foot Gas Easement.

F. To accommodate County's desire to construct improvements in, on and around the 60 Foot Gas Easement that traverses the Property, County and Atmos have agreed that County will, through an Aboveground Facilities Easement, grant to Atmos a new 50 foot by 50 foot aboveground station to be situated on the Property in exchange for Atmos' partial relocation of Line L20 currently

located in the 60 Foot Gas Easement and abandon in place approximately 4,200 ft of the 60 Foot Gas Easement that currently traverses the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby certifies that it is the sole and exclusive owner of the 60 Foot Gas Easement identified above, and hereby RELEASES, DISCHARGES and TERMINATES all of its rights, title, interest, claims and demands with respect to the 60 Foot Gas Easement and declares that the 60 Foot Gas Easement is hereby terminated and of no further force or effect with respect to the Property. It is expressly understood and agreed that the release and termination of the 60 Foot Gas Easement is limited only to the Property and that this Termination shall not in any way affect the 60 Foot Gas Easement as it relates to any other real property. This Termination is binding upon Atmos and its respective successors and assigns.

EXECUTED to be effective as of the _____day of _____, 20___.

Atmos Energy Corporation,
a Texas and Virginia corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, _____on behalf of Atmos Energy Corporation.

_____

NOTARY PUBLIC, STATE OF TEXAS

_____

PRINTED NAME OF NOTARY
MY COMMISSION EXPIRES:

_____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Line: L20
R/W#: _____

ABOVEGROUND FACILITIES EASEMENT

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

That for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of:

laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground pipeline or pipelines, which shall not exceed eight inches (8") in nominal diameter excluding any protective coating or wrapping at the time of initial installation (with the right to increase or decrease the diameter during any subsequent replacement), and up to two (2) additional pipelines which shall not exceed forty-two inches (42") in nominal diameter each, excluding any protective coating or wrapping, following the installation of the initial pipeline, and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground Facilities Piping (defined below), drips, valves, fittings, metering facilities, taps, saddles, pressure relief facilities, pigging facilities, pressure regulating facilities, electrical service, anodes, rectifier poles, and other devices for the control of corrosion, communication facilities, odorization equipment, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Easement Area (as defined herein), aerial and pipeline markers, and other appurtenance as may be necessary or desirable in the operation of said facilities (collectively, the "Aboveground Facilities"), over, across, under and upon the lands more particularly described on, and depicted as the "Surface Site" in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Facilities Easement Area"). "Facilities Piping" refers to additional segments of above or below ground piping which

may be required for the safe and/or convenient operation of said Facilities within the Easement Area and to effectuate the purposes permitted herein. All pipes and/or pipelines (other than the Facilities Piping) shall be initially installed at a minimum depth of thirty-two inches (32").

Grantee's Aboveground Facilities and any improvements are collectively referred to as Grantee's "Easement Facilities." The areas comprising the Facilities Easement Area is referred to as the "Easement Area."

Grantee shall also be entitled to use temporary workspace as described in Exhibit "A" (the "Temporary Workspace") to carry out the initial construction of the Facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee's right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of the Facilities has been completed and the same are placed into service.

It is further agreed as follows:

1. Grantee shall have the right to select the location of said Aboveground Facilities within the Facilities Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Facilities Easement Area in the event Grantee cannot, within its sole discretion, reasonably access the Facilities Easement Area by staying within the boundaries of the Easement Area. Further if Grantee determines it is necessary to use Grantor's adjacent or additional lands for access, then Grantee shall exercise such ingress and egress rights as follows:

    a. Grantee shall first use those existing interior roadways as designated by Grantor which provide reasonable access from a public right-of-way to the Facilities Easement Area;

    b. If no such interior roadways exist, Grantee shall use such route as is most reasonably direct to get from a public right-of-way to the Facilities Easement Area, taking into account Grantor's existing uses of the adjacent or additional lands and avoiding damages to such existing uses to the extent reasonably possible;

    c. In the event there is an impediment to access which requires Grantee to get onto Grantor's adjacent or additional lands in order to get around such impediment to access, then Grantee shall only use such portion of Grantor's adjacent or additional lands as is reasonably necessary to get around such impediment and back onto the Facilities Easement Area as soon as is reasonably practical.

    A width of twenty feet (20') shall be considered reasonable for any routes of ingress and egress unless a greater width is necessary to accommodate turning radiuses of Grantee's construction equipment and vehicles.

2. Grantor shall have no access rights on, under, or over the Facilities Easement Area.

3. The aforesaid consideration includes any and all damages that may be sustained by the construction and installation of each pipeline and appurtenance permitted under this Aboveground Facilities Easement, as well as damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Easement Facilities to be installed under the instrument, including without limitation, cutting trees and damages to land, trees, buildings, growing crops and grasses. Grantee shall, at its option, repair or replace any damage caused to gates and fences by Grantee's removal, cutting, or use thereof. Grantee agrees that after it completes the original installation of each pipeline and appurtenance permitted under this Aboveground Facilities Easement, it will restore the original contour of the surface of the Temporary Workspace and any remaining property used for construction that is not part of the Easement Area, as nearly as practicable, to its pre-construction condition within a reasonable period of time reflective of and dependent upon the construction and property's characteristics, including but not limited to seasonal growing periods and weather patterns. Grantee will also maintain the Easement Area in a manner consistent with the purposes stated herein. Grantee shall have the right to remove, cut, and use any gates or fences crossing the Easement Area, including the right to install gates in such fences within the Easement Area. Grantor shall have the right to install and maintain fences provided that such use does not interfere with Grantee's permitted use of the Easement Area, the Easement Facilities, or the Temporary Workspace and Grantee shall at all times have access through any such fence by means of a gate.

4. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area (and the Temporary Workspace while in effect). Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement Area (and the Temporary Workspace while in effect). Further, in addition to the rights stated herein, Grantor specifically acknowledges and agrees that pursuant to this paragraph Grantee has the right to remove any type of tree, including pecan, olive, or other crop-bearing tree, from, and to prevent any future encumbrance over, said Easement Area (and the Temporary Workspace while in effect) by any tree or any other crop interfering with the construction, maintenance, and/or operation of the pipelines permitted under this Aboveground Facilities Easement without any compensation whatsoever to Grantor or its successors and assigns, which rights are included in the aforesaid consideration. .

5. Grantee does not intend to employ a "double ditch" method.

6. If a complete assignment of this Aboveground Facilities Easement occurs outside of an assignment to an affiliate or to a successor thorough merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses, Grantee shall provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property. Provided however that such notice shall not have any effect on the validity or legal effect on the assignment.

7. Grantee shall only grant third-party access to the Easement Area for: (a) a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline or appurtenances installed under this Aboveground Facilities Easement, or (b) another natural gas corporation or natural gas utility as defined by Texas law.

8. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

9. Grantor and Grantee agree that the failure to assert any right under this Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Aboveground Facilities Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in paragraph 4 above.

10. This Aboveground Facilities Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.123 of the Texas Health and Safety Code (or any successor statute). Further, as used within this easement agreement, the word "structure" is intended to be interpreted broadly so as to include all manner of man-made items of any type, including but not limited to paving, parking lots, and terracing.

11. Except for the rights conveyed by this instrument, Grantee may not exercise any right over Grantor's property without express written consent from Grantor. However, the preceding sentence is not intended to and does not alter, modify, restrict, amend, or otherwise diminish any right Grantee has to use Grantor's property independent of this agreement, whether through a separate agreement, by law, or otherwise.

12. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Aboveground Facilities Easement has been negotiated by the parties, and this Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature page to follow>

EXECUTED this _____ day of _____, _____

GRANTOR(S):

Williamson County, Texas

3101 SE Inner Loop
Georgetown, TX 78626

_____
(SIGNATURE)

_____
(NAME)

Title: As presiding officer of the Williamson County Commissioners Court

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, as presiding officer of the Williamson County Commissioners Court, on behalf of **Williamson County, Texas** known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____.

_____
Notary Public in and for the State of Texas

_____
(Print Name of Notary Public Here)

My Commission Expires:_____

Exhibit A

Commissioners Court - Regular Session **20.**

Meeting Date: 12/12/2023

SWCA 2574 WA3 SA1 Environmental On Call Services

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between SWCA Environmental Consultants and Williamson County dated February 25, 2020 for Environmental On Call Services. This supplemental is to increase the maximum amount payable to $50,000.00. Funding source: 01.0200.0210.004100

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 2574 WA3 SA1 Environmental On Call Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/06/2023 11:19 AM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 02:06 PM
Form Started By: Vicky Edwards		Started On: 12/06/2023 11:09 AM
Final Approval Date: 12/06/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __3__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Environmental On-Call Services

This Supplemental Work Authorization No. __1_ to Work Authorization No. _3___ is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA Environmental Consultants (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _3___ dated effective May 10, 2022 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from $25,000.00 to $50,000.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By:	By: _____
Signature	Signature
Kevin A. Miller	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	County Judge
Title	Title
12/06/2023	
Date	Date

Attachment C - Work Schedule

SWCA Environmental Consultants will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **21.**

Meeting Date: 12/12/2023

Cobb Fendley 1811-273 WA5 SA2 Utility Coordination for CR 255

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. This supplemental is to increase the maximum amount payable to $195,664.50. Funding source: P546

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA5 SA2 Utility Coordination for CR 255

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/06/2023 09:49 AM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 11:43 AM
Form Started By: Vicky Edwards		Started On: 12/06/2023 09:26 AM
Final Approval Date: 12/06/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. __5__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd

This Supplemental Work Authorization No. __2_ to Work Authorization No. __5__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __5__ dated effective **November 3, 2021** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from $115,664.50 to $195,664.50. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM: Sandra G Khoury	**WILLIAMSON COUNTY:**
By: _____	By: _____
Signature	Signature
Sandra G. Khoury, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Executive Vice President	County Judge
Title	Title
12/5/2023	
Date	Date

Attachment C

Cobb Fendley & Associates will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **22.**

Meeting Date: 12/12/2023

Awarding IFB #23IFB109 Hauling Services to Husky Trucking LLC for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB109 Hauling Services to the overall lowest and best bidder, Husky Trucking LLC.

Background

Williamson County received two (2) responses for this Invitation for Bid. After review and evaluation from the Road and Bridge Department, the Deputy Sr. Director of Infrastructure is recommending that Husky Trucking LLC be awarded the contract for this IFB. The bid tabulation spreadsheet is attached. The funding sources are 01.0200.0210.003544 and 01.0200.0210.003597 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid Tabulation

Form 1295 Husky Trucking

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/06/2023 08:54 AM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 09:21 AM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 02:59 PM
Final Approval Date: 12/06/2023		

November 8, 2023

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

Subject: Recommendation for IFB #23IFB109 – Hauling Services

After reviewing all the pertinent information, we have concluded that Husky Trucking LLC submitted the overall lowest and best offer for the 23IFB109 bid, Hauling Services. I recommend to the Williamson County Commissioners Court that they award Husky Trucking LLC the vendor for IFB #23IFB109 – Hauling Services

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
Deputy Sr. Director of Infrastructure

Hauling Bid Tab IFB #23IFB109 10.10.23

	Company:	Husky Trucking	Lewis Clark Trucking LLC

ITEM #	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE
1	Hauling, 0.0 to 5.5 Miles (Mile Minimum)	TON	$ 2.229	$ 6.25
	Hauling, 5.6 to 10.0 Miles (Mile Minimum)	TON	$ 3.499	$ 9.50
	Hauling, 10.1 to 15.0 Miles (Mile Minimum)	TON	$ 4.299	$ 11.00
	Hauling, 15.1 to 46.0 Miles (A mileage chart may be attached showing prices for 15 plus miles)	TON-MILE	$ 0.2099	$ 0.94
	Hauling, 46.1 Miles and over (A mileage chart may be attached showing prices for 15 plus miles)	TON-MILE	$ 0.2099	$ 0.58
	Belly Dump	[x] YES [ ] NO		[X] YES [ ] NO
	End Dump	[x] YES [ ] NO		[X] YES [ ] NO
	12 yd Bob Tail	[ ] YES [ ] NO		[ ] YES [X] NO
	8 yd Bob Tail	[ ] YES [ ] NO		[ ] YES [X] NO

*Unit price shall be based on fully loaded truck.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1095659

Date Filed:
11/16/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HUSKY TRUCKING LLC
GEORGETOWN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB #23IFB109 Hauling Services
HAULING SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
NIAGRA CONSULTING INC	WARMINSTER ONTARIO Canada		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Hector Carillo, and my date of birth is [redacted].

My address is 311 Richard Rd (street), Georgetown (city), TX (state), 78626 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 16 day of November (month), 20 23 (year).

Hector Carillo

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1095659

Date Filed:
11/16/2023

Date Acknowledged:
12/04/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HUSKY TRUCKING LLC
GEORGETOWN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB #23IFB109 Hauling Services
HAULING SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
NIAGRA CONSULTING INC	WARMINSTER ONTARIO Canada		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **23.**

Meeting Date: 12/12/2023

Final plat for the Grassland Industry Park subdivision – Pct 4

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Grassland Industry Park subdivision – Precinct 4.

Background

This subdivision consists of 3 single family lots and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2023-10-12 – initial submittal of the final plat
2023-11-09 – 1st review complete with comments
2023-11-17 – 2nd submittal of final plat
2023-12-01 – 2nd review complete with minor comments
2023-12-04 – 3rd submittal of final plat with signatures
2023-12-06 – 3rd review complete with comments clear
2023-12-07 – final plat placed on the December 12, 2023 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat (minor) - Grasslands Industry Park

Form Review

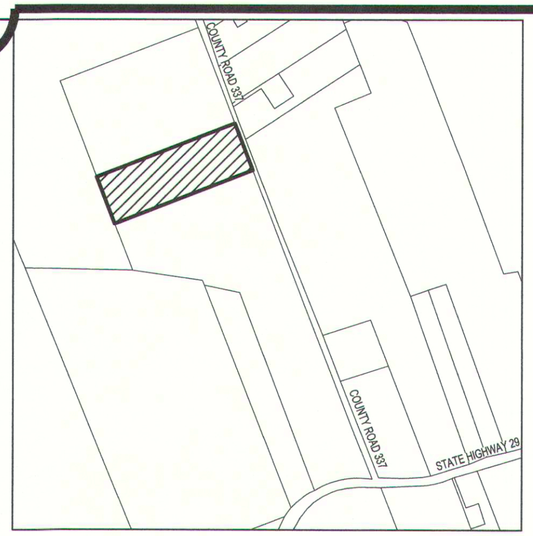
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:48 AM
Form Started By: Adam Boatright		Started On: 12/07/2023 11:41 AM
Final Approval Date: 12/07/2023		

MINOR PLAT OF

GRASSLANDS INDUSTRY PARK SUBDIVISION

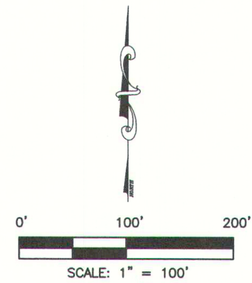
14.81 ACRES

OUT OF THE ABSALOM JETT SURVEY, ABSTRCT NO. 343
WILLIAMSON COUNTY, TEXAS



LOCATION MAP
SCALE 1" = 1000'

VICINITY MAP
SCALE 1" = 200'



LEGEND

⊕	DENOTES BENCHMARK (SEE NOTE)
●	DENOTES 1/2" ST. SK. SET
○	DENOTES 1/2" ST. SK. FND.
D.E.	DRAINAGE EASEMENT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
■	CONCRETE MONUMENT
———	BOUNDARY LINE
———	PROPERTY LINE
— — —	R.O.W. LINE
- - - - -	UTILITY OR DRAINAGE EASEMENTS
BLOCK A	BLOCK NUMBER
(X.XX ACRES)	USEABLE ACRAGE

OWNER'S NAME:
SCOTT SENTENEY, MANAGER
SSJNTX, LLC
100 E. WHITESTONE BLVD. SUITE 148, #218
CEDAR PARK, TX 78613

SURVEYOR'S COMPANY NAME AND CONTACT INFORMATION:
GEORGE E. LUCAS
REGISTERED PROFESSIONAL SURVEYOR NO. 4160,
CELCO SURVEYING FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78259

ENGINEER'S COMPANY NAME AND CONTACT INFORMATION:
HUGO ELIZONDO, JR.,
REGISTERED PROFESSIONAL ENGINEER NO. 69781
CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524
120 RIVERWALK DRIVE, SUITE 208
SAN MARCOS, TEXAS 78666

DATE: SEPTEMBER 20, 2023

ACREAGE OF TOTAL SITE: 14.81 ACRES

TOTAL NUMBER OF BLOCKS: 0 BLOCKS (A)

TOTAL NUMBER OF LOTS: 3 LOTS TOTAL

- 3 – RESIDENTIAL LOTS

MINOR PLAT OF
GRASSLANDS INDUSTRY PARK SUBDIVISION
14.81 ACRES
OUT OF THE ABSALOM JETT SURVEY, ABSTRCT NO. 343
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

FIELD NOTE DESCRIPTION FOR A 14.81 ACRE TRACT OF LAND, SITUATED IN WILLIAMSON COUNTY, TEXAS:

BEING A 14.81 ACRE TRACT OF LAND, OUT OF THE ABSALOM JETT SURVEY, ABSTRACT NO. 343, IN WILLIAMSON COUNTY, TEXAS, CONVEYED BY WARRANTY DEEDS TO SSJNTX, LLC, AS RECORDED IN DOCUMENT NO. 2023077900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

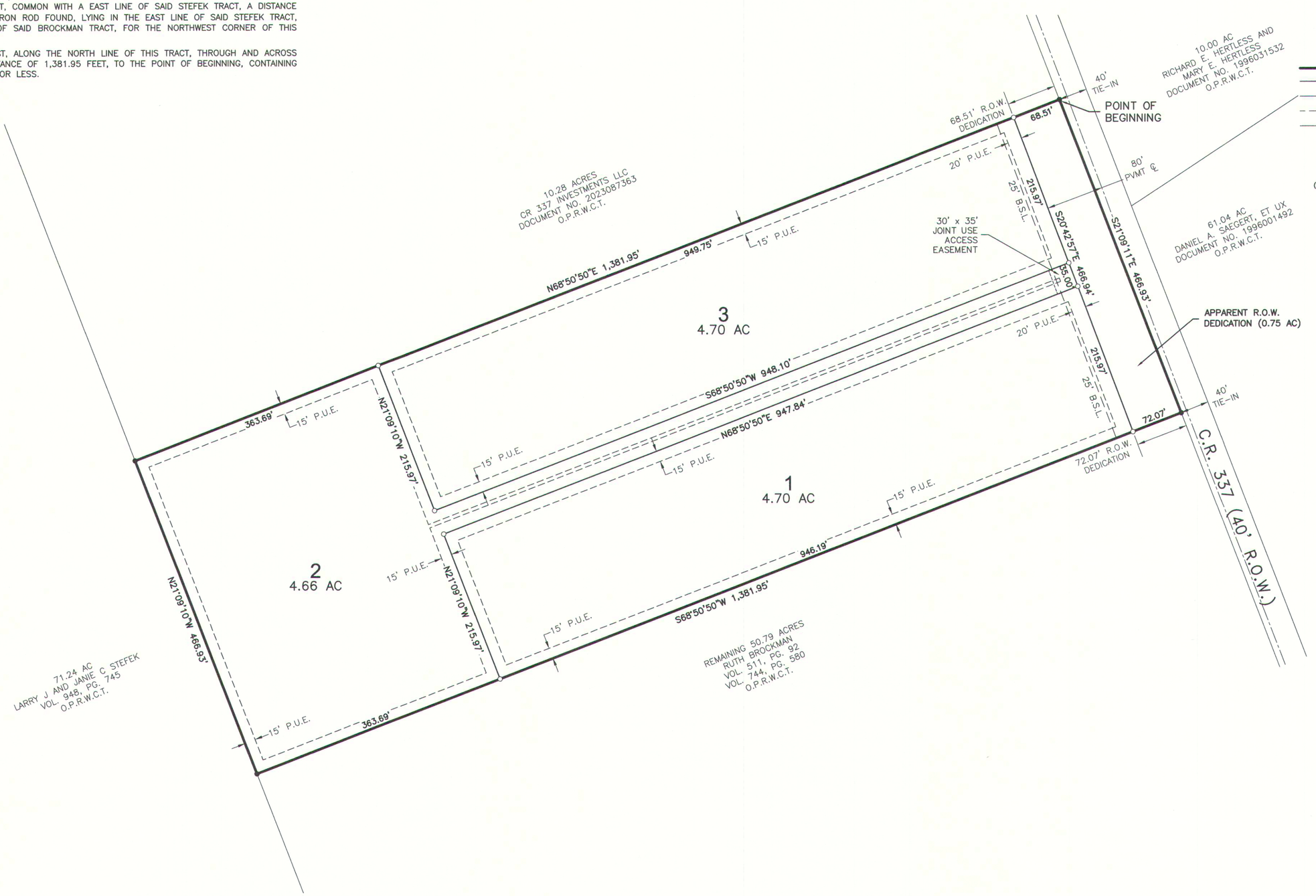
BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 337, A PUBLIC ROAD, MARKING A EAST CORNER OF SAID BROCKMAN TRACT, FOR THE NORTH CORNER OF THIS TRACT;

THENCE, SOUTH 21°09'10" EAST, ALONG THE EAST LINE OF THIS TRACT, COMMON WITH A EAST LINE OF SAID BROCKMAN TRACT, COMMON WITH THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 337, A DISTANCE OF 466.93 FEET, TO A 1/2" IRON ROD FOUND, MARKING AN ANGLE CORNER OF SAID BROCKMAN TRACT, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 68°50'50" WEST, ALONG THE SOUTH LINE OF THIS TRACT, THROUGH AND ACROSS SAID BROCKMAN TRACT, A DISTANCE OF 1,381.95 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE EAST LINE OF SAID STEFEK TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 21°09'10" WEST, ALONG THE WEST LINE OF THIS TRACT, COMMON WITH A WEST LINE OF SAID BROCKMAN TRACT, COMMON WITH A EAST LINE OF SAID STEFEK TRACT, A DISTANCE OF 466.93 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE EAST LINE OF SAID STEFEK TRACT, MARKING AN ANGLE CORNER OF SAID BROCKMAN TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 68°50'50" EAST, ALONG THE NORTH LINE OF THIS TRACT, THROUGH AND ACROSS SAID BROCKMAN TRACT, A DISTANCE OF 1,381.95 FEET, TO THE POINT OF BEGINNING, CONTAINING 14.81 ACRES OF LAND, MORE OR LESS.



MINOR PLAT OF

GRASSLANDS INDUSTRY PARK SUBDIVISION

14.81 ACRES

OUT OF THE ABSALOM JETT SURVEY, ABSTRCT NO. 343

WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

I, SSJNTX, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023077900 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC SPACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS GRASSLANDS INDUSTRY PARK SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 5th DAY OF December, 2023.

Scott Senteney, Manager

SCOTT SENTENEY, MANAGER
SSJNTX, LLC
100 E. WHITESTONE BLVD, SUITE 148, PMB 218
CEDAR PARK, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SCOTT SENTENEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 5th DAY OF December, 2023.

MUSHEERAH MURPHY
Notary Public, State of Texas
Comm. Expires 11-10-2026
Notary ID 126910317

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I, GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAN ANTONIO, BEXAR COUNTY, TEXAS, THIS 5TH DAY OF DECEMBER 2023.

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

GEORGE E. LUCAS
REGISTERED PROFESSIONAL SURVEYOR NO. 4160, STATE OF TEXAS
CELCO SURVEYING FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78259

STATE OF TEXAS
COUNTY OF HAYS

I, HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0340F, EFFECTIVE DATE DECEMBER 20, 2019, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT KYLE, HAYS COUNTY, TEXAS, THIS 5TH DAY OF DECEMBER, 2023.

STATE OF TEXAS
HUGO ELIZONDO JR.
69781
LICENSED
PROFESSIONAL ENGINEER
12/5/23

HUGO ELIZONDO, JR.,
REGISTERED PROFESSIONAL ENGINEER NO. 69781
CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524
120 RIVERWALK DRIVE, SUITE 208
SAN MARCOS, TEXAS 78666

12/5/23

BILL BROWN, GENERAL MANAGER
JONAH WATER SPECIAL UTILITY DISTRICT
4050 FM1660
HUTTO, TX 78634

SUBDIVISION PLAT NOTES

1. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0340F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON, TEXAS.
2. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT THE ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
3. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTANCE BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
4. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL.
5. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
6. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY:
   - LOTS 1, 2, AND 3 WILL BE SERVED BY A SINGLE SHARED DRIVEWAY.
7. JOINT USE ACCESS EASEMENTS SHALL BE PRIVATELY MAINTAINED BY LOT OWNERS AND NO OBSTRUCTION TO EGRESS AND INGRESS IS ALLOWED.
8. A 20' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY ON ALL LOTS.
9. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
10. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR IT'S CONTRIBUTING ZONE.
11. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
12. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
13. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND STANDARDS.
14. EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, CHAPTER 285, AND WILLIAMSON COUNTY.
15. WATER SERVICE IS PROVIDE BY JONAH WATER SPECIAL UTILITY DISTRICT.
    WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY.
16. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITH THIS SUBDIVISION.
17. THERE ARE NO PROPOSED ROADWAYS ASSOCIATED WITH THIS PROJECT. ALL LOTS SHALL BE SERVICED FROM THE EXISTING COUNTY ROAD 337.
18. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
19. ABSORPTIVE TYPE OSSFS SHALL NOT BE LOCATED WITHIN 100 FEET OF WELL LOCATION.
20. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
21. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
22. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OFF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
23. THIS SUBDIVISION IS SUBJECT TO THE STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THE WOULD EVOKE SUCH CONTROLS BEYOND EXITING CONDITIONS.
24. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
25. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
26. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
27. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright 12/07/2023

ADAM D. BOATRIGHT, P.E.
WILLIAMSON COUNTY ENGINEER

STATE OF TEXAS
COUNTY OF WILLIAMSON

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED ON THIS THE 5 DAY OF December, 2023, A.D.

Cindy Bridges

~~TERESA BAKER~~, WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2023 A.D. AT ___:___

O'CLOCK ____.M. AND DULY RECORDED THIS THE DAY OF _____, 2023 A.D. AT ___:___ O'CLOCK ____.M. IN THE

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. IN DOCUMENT NUMBER _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY , AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

BY: _____DEPUTY

Commissioners Court - Regular Session **24.**

Meeting Date: 12/12/2023

Final plat for the Yesterdays Gone subdivision – Pct 2

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Yesterday's Gone subdivision – Precinct 2.

Background

This subdivision consists of 1 lot and no new roads.

Timeline

2023-06-02 – initial submittal of the final plat
2023-06-28 – 1st review complete with comments
2023-07-17 – 2nd submittal of final plat
2023-08-03 – 2nd review complete with comments
2023-11-10 – 3rd submittal of final plat
2023-11-20 – 3rd review complete with comments clear
2023-11-28 – receipt of final plat with signatures
2023-12-07 – final plat placed on the December 12, 2023 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Yesterday's Gone

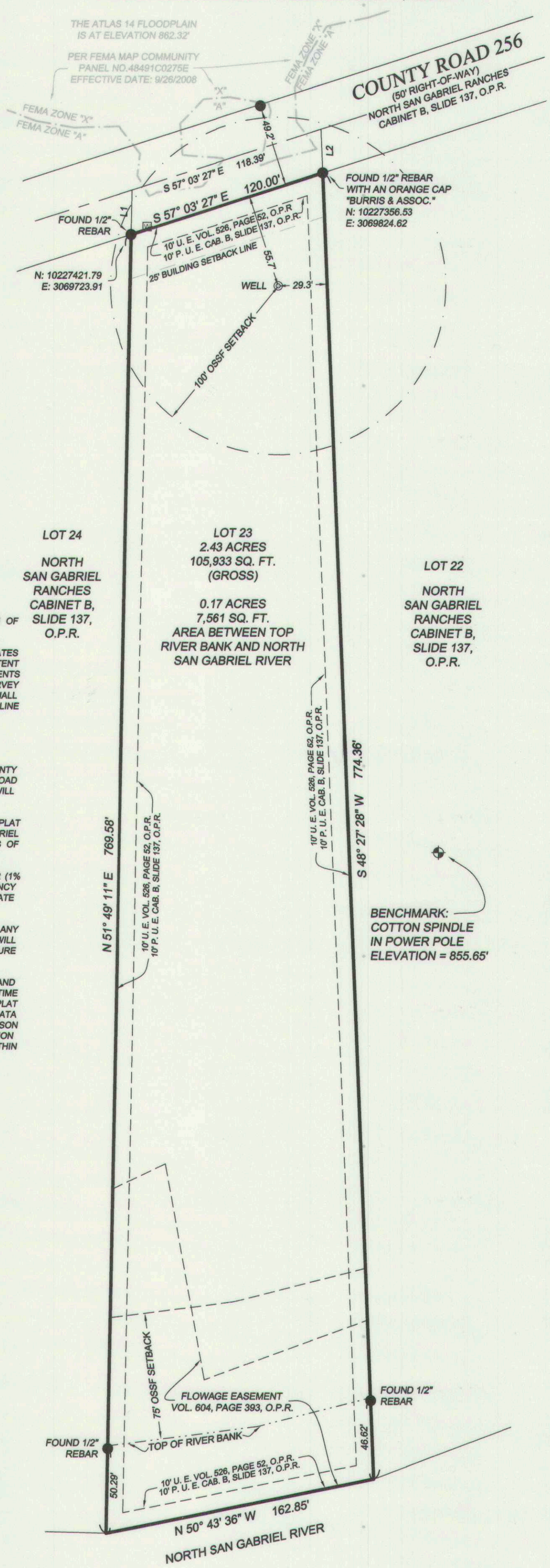
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:49 AM
Form Started By: Adam Boatright		Started On: 12/07/2023 11:44 AM
Final Approval Date: 12/07/2023		

FINAL PLAT OF YESTERDAY'S GONE

LOT 23 OF NORTH SAN GABRIEL RANCHES, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 137, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

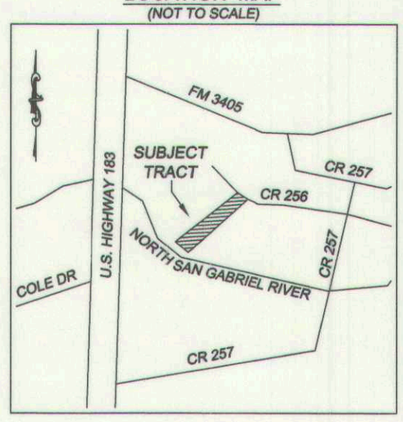
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N51°49'11"E	26.42'
L2	S48°27'28"W	25.95'



0 50' 100'

SCALE: 1" = 50'

LOCATION MAP
(NOT TO SCALE)



LEGEND

●	FOUND PROPERTY CORNER AS NOTED
———	SUBJECT PROPERTY LINE
———	ADJOINER PROPERTY LINE
- - - - -	EASEMENTS
—·—·—	FEMA ZONE LINE
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
U.E.	UTILITIES EASEMENT
P.U.E.	PUBLIC UTILITIES EASEMENT

OWNER'S RESPONSIBILITIES:

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DETENTION NOTE:

THIS PROJECT IS EXEMPT FROM DETENTION PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.1.1. A LETTER HAS BEEN SUBMITTED TO THE COUNTY REQUESTING THIS EXEMPTION.

NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET. DISTANCES SHOWN HEREON ARE GRID. A COMBINED SCALE FACTOR OF 1.00004116 WAS USED FOR THIS SURVEY.

2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

3. THIS ORIGINAL WORK IS PROTECTED UNDER COPYRIGHT LAWS, TITLE 17 UNITED STATES CODE SECTIONS 101 AND 102. ALL VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE RECIPIENTS NAMED AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN THIRTY (30) DAYS FROM THE DATE ADJACENT TO THE SIGNATURE LINE HEREIN.

4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL WILLIAMSON COUNTY ORDINANCES AND RESTRICTIONS.

5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

6. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF NORTH SAN GABRIEL RANCHES, AS RECORDED IN CABINET B, SLIDES 137-138 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

8. LOT 23 IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

9. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOT 23 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

10. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

11. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

12. THE PROPERTY DRAINS DIRECTLY TO A DETENTION EXEMPT STREAM.

13. WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY.
ELECTRIC SERVICE IS PROVIDED BY: PEDERNALES ELECTRIC COOPERATIVE.
ALL LOTS WILL BE SERVED BY PRIVATE, ON-SITE WELLS.

14. THE MINIMUM FINISHED FLOOR ELEVATION (FFE) FOR THE LOT SHOWN ON THIS PLAT IS 863.32', DETERMINED BY THE ATLAS 14 STUDY COMPLETED BY HUNTER SHADBURNE, P.E., DATED 9/16/2022.

15. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

16. THE ON-SITE SEWAGE FACILITY (OSSF) SETBACK AS REQUIRED BY THE RULES OF WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES PROGRAM.

17. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

18. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WELL.

19. THIS LOT SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

20. THIS SUBDIVISION IS A RECREATIONAL VEHICLE DEVELOPMENT AS DEFINED BY THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

21. A FLOODPLAIN DEVELOPMENT PERMIT WILL BE REQUIRED FOR ANY DEVELOPMENT WITHIN THE FLOODPLAIN BEFORE CONSTRUCTION CAN BEGIN.

LEGAL DESCRIPTION

BEING 2.43 ACRES (105,934 SQUARE FEET) OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING LOT 23 OF NORTH SAN GABRIEL RANCHES, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET B, SLIDE 137, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.43 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH REBAR FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 256 (50-FEET WIDE) FOR THE NORTH CORNER OF LOT 22 OF SAID NORTH SAN GABRIEL RANCHES AND THE EAST CORNER OF SAID LOT 23, SAME BEING THE EAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 48°27'28" WEST, ALONG THE NORTHWEST LINE OF SAID LOT 22 COMMON TO THE SOUTHEAST LINE OF SAID LOT 23, SAME BEING THE SOUTHEAST LINE OF THE HEREIN DESCRIBED TRACT PASSING AT 727.74 FEET, A 1/2-INCH REBAR FOUND FOR REFERENCE CONTINUING IN ALL A TOTAL DISTANCE OF 774.36 FEET TO A POINT IN THE CENTER OF NORTH FORK SAN GABRIEL RIVER FOR THE WEST CORNER OF SAID LOT 22 AND THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 50°43'36" WEST, 162.85 FEET ALONG THE CENTER OF SAID NORTH FORK SAN GABRIEL RIVER AND THE COMMON SOUTHWEST LINE OF SAID LOT 23 AND THE HEREIN DESCRIBED TRACT TO A POINT FOR THE SOUTH CORNER OF LOT 24 OF SAID NORTH SAN GABRIEL RANCHES AND THE WEST CORNER OF SAID LOT 23 AND THE HEREIN DESCRIBED TRACT;

THENCE NORTH 51°49'11" EAST, ALONG THE SOUTHEAST LINE OF SAID LOT 24 COMMON TO THE NORTHWEST LINE OF SAID LOT 23, SAME BEING THE NORTHWEST LINE OF THE HEREIN DESCRIBED TRACT, PASSING AT 50.29 FEET, A 1/2-INCH REBAR FOUND FOR REFERENCE CONTINUING IN ALL A TOTAL DISTANCE OF 769.58 FEET TO A 1/2-INCH REBAR FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 256 FOR THE EAST CORNER OF SAID LOT 24 AND THE COMMON NORTH CORNER OF SAID LOT 23 AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 57°03'27" EAST, 120.00 FEET ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 256 COMMON TO THE NORTHEAST LINE OF THE HEREIN DESCRIBED TRACT TO THE POINT OF BEGINNING AND CONTAINING 2.43 ACRES (105,934 SQUARE FEET) OF LAND IN WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S CERTIFICATION

I, HAROLD L. MOYER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

Hal Moyer 11/27/2023
HAROLD L. MOYER, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5656
STATE OF TEXAS

STATE OF TEXAS REGISTERED HAL MOYER 5656 PROFESSIONAL LAND SURVEYOR

OWNER'S CERTIFICATION

STATE OF TEXAS {
COUNTY OF WILLIAMSON {
KNOW ALL MEN BY THESE PRESENTS

I LOREE BETH TOMAYO, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020132200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY REPLAT SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO REPLAT THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS YESTERDAY'S GONE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28th DAY OF November, 2023.

Loree Beth Tamayo
LOREE BETH TOMAYO
1501 CR 256
LIBERTY HILL, TX 78642

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED LOREE BETH TOMAYO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 28th DAY OF November, 2023 A.D.

Scott Whiteside
NOTARY PUBLIC, STATE OF TEXAS

SCOTT WHITESIDE
Notary Public, State of Texas
Comm. Expires 09-07-2025
Notary ID 133315982

Scott Whiteside
PRINTED NAME

MY COMMISSION EXPIRES 9/7/2027

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 28 DAY OF NOV, 2023 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright 12/5/2023
ADAM D. BOATRIGHT, P.E. DATE
WILLIAMSON COUNTY ENGINEER

STATE OF TEXAS {
COUNTY OF WILLIAMSON {
KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {
COUNTY OF WILLIAMSON {
KNOW ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF

AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF

_____, 20___, A.D., AT _____ O'CLOCK ___.M. AND DULY RECORDED

THIS _____ DAY OF _____, 20___, A.D.,

AT _____ O'CLOCK ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN

DOCUMENT NO._____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

SURVEYOR INFORMATION:
HAROLD L. MOYER
TEXAS RPLS NO. 5656
HMOYER@LANDPOINT.NET

OWNER INFORMATION:
LOREE BETH TOMAYO
1501 CR 256
LIBERTY HILL, TX 78642
210 - 326 - 6662
LOREE@LOREETAMAYO.COM

SUBMITTAL DATE: MAY 3, 2023

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

DWN. BY: CN	DATE: 5/13/2022	
CHK. BY: NT	DATE: 12/15/2022	
FIELDED BY: TL	DATE: 5/9/2022	
JOB #: 22-0938		

LANDPOINT
2900 JAZZ STREET
ROUND ROCK, TX 78664
FIRM NO. 10194220
PHONE: (512) 836-4793

SCALE:	SHEET NO:	REV:
1" = 50'	1 OF 1	0

X:\2022\22-0938\Working\FINAL PLAT FOR SUBMITTAL\22-0938 FINAL PLAT-7-5-23.dwg

Commissioners Court - Regular Session **25.**

Meeting Date: 12/12/2023

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Darrell Durons Collins) who passed away in Williamson County, Texas where there has been an inquest by the Justice of the Peace Pct 1 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	12/07/2023 11:23 AM
Form Started By: Andrea Schiele		Started On: 12/07/2023 11:18 AM
Final Approval Date: 12/07/2023		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMINT
OF DECEDENT'S REMAINS
(Darrell Durons Collins)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Darrell Durons Collins (SSN xxx-xx-0269) passed away on February 24, 2023, at the age of 54, at his residence located in Round Rock, Williamson County, Texas.

The Court finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 1 of Williamson County, Texas has signed the death certificate after an inquest and requested funding for an indigent burial for disposition of the deceased's body.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family

- 1 -

have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred based on the request of the magistrate in this case (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations.

Signed and entered this 12th day of December 2023.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **26.**

Meeting Date: 12/12/2023

Bluebonnet Trials Update

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an update from Bluebonnet Trails Community Services on expanding options and access to critical behavioral Health Care.

Background

Through partnerships with Bluebonnet Trails, the County has been able to increase access to vital behavioral health services for residents of Williamson County. Some of the projects and/or programs include mental health at 911 Dispatch, increased staff on the Mobile Crisis Outreach Team, creation of a Youth Therapeutic Respite Program, Adult Crisis Respite Unit operation, 24-hour Diversion Center for Law Enforcement Triage and observation, Private Psychiatric Bed hospitalization for acute psychiatric distress, initiation of a Jail-Based Competency Restoration program, and initiation of a Residential Withdrawal Management program. The programs collect data to show effectiveness and cost efficiency, and have created sustainability plans for continuation of services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2023 11:45 AM
Form Started By: Pierce Kathy		Started On: 12/06/2023 10:00 AM
Final Approval Date: 12/06/2023		

Commissioners Court - Regular Session **27.**

Meeting Date: 12/12/2023

Expo Pavilion Naming

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action naming the Williamson County Expo Center Pavilion the “Judge Dan Gattis Pavilion".

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	11/30/2023 10:37 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 11/30/2023 10:13 AM
Final Approval Date: 11/30/2023		

Commissioners Court - Regular Session **28.**

Meeting Date: 12/12/2023

Project Manager

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on defining the role of the Commissioners Court Project Manager.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Project Manager

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/21/2023 03:25 PM
Form Started By: Becky Pruitt		Started On: 11/21/2023 03:10 PM
Final Approval Date: 11/21/2023		

Williamson County Job Description

Dept: Commissioners Court

Job Title: Project Manager II **FLSA: Exempt** **Pay Grade: 31** **Effective Date: TBD**

JOB SUMMARY:

- Manages significant projects and responsible for conduction research, as assigned by the County Judge and/or the Commissioners Court.
- Communicates and coordinates with County departments, elected officials, and other stakeholders as necessary in project delivery.

ESSENTIAL DUTIES:

- Manages significant County and community projects as assigned by the County Judge and/or the Commissioners Court.
- Evaluates efficiency of various county program procedures, initiating changes as required.
- Develops project plans, and manages project scope, schedule and cost.
- Researches, prepares and manages various grant programs including budgetary oversight and ensuring grant program outcomes/deliverables.
- Participates in developing, implementing, and monitoring contracts and inter local agreements with external agencies.
- Develops in-depth knowledge of ongoing major project areas, such as grants, healthcare, transportation infrastructure, and justice.
- Assists departments countywide in strategic planning and process improvements.
- Supervise project staff from other departments as assigned to projects.
- Serves as a resource for agencies or political subdivisions that have business with the county.
- Communicates, frequently with office personnel, other county personnel, elected officials, department heads, external agencies and the general public as it pertains to the position.
- Readily complies with departmental and county-wide policies and procedures.
- Performs related special projects as assigned.
- The physical demands and environmental factors listed below as well as regular attendance are also essential functions for this position.

PHYSICAL DEMANDS:

- Position involves sitting at a desk or other workstation, typing, filing, making copies, standing and communicating to various members of the county, external agencies and the general public.

ENVIRONMENTAL FACTORS:

- Work is primarily indoors in an air-conditioned, smoke free office. Continual work at a computer keyboard.
- Williamson County has adopted a Tobacco-Free Workplace policy. This policy prohibits smoking or use of any tobacco product on Williamson County premises.

MINIMUM QUALIFICATIONS:

- Combination of education and experience equivalent to a Bachelor's degree in public administration, business administration, political science, public relations or related field.
- Four (4) years progressive project and/or program management and administration experience.
- Experience with Windows, Office 365, and project management software.

EMPLOYMENT TESTING:

DRAFT

- Employment is contingent on passing post-offer, pre-employment and periodic drug testing and criminal background investigations.

PREFERRED REQUIREMENTS:

- Experience in local county government administration.
- Experience working with elected officials.

IRREGULAR HOURS:

- Work outside of the normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required to meet deadlines and accuracy requirements.
- Non-Essential Personnel for Emergency Situations; unless employees are designated by Department Heads of employees are in other offices that are open.

ORGANIZATION RELATIONSHIPS:

- Reports administratively to the County Judge, reports to the Commissioners Court
- Direct Reports- N/A
- Number of Direct Reports- 0

FAIR LABOR STANDARDS ACT (FLSA) STATUS:

- Exempt (Salary)

SIGNATURES—REVIEW AND COMMENT:

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

	Signature of Employee	Date
(Update) Job Title of Supervisor	Signature of Supervisor	Date
(If appropriate, if not Delete) Job Title of Division Director	Signature of Division Director	Date
(Update) Job Title of Elected Official	Signature of Elected Official	Date

DRAFT

COMMENTS:

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

DRAFT

Commissioners Court - Regular Session **29.**

Meeting Date: 12/12/2023

Hope Alliance Amendment

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Amendment No. 3 to Subrecipient Agreement between Williamson County and HOPE Alliance for the Temporary Auxiliary Emergency Shelter Project.

Background

This amendment to the ARPA agreement with HOPE Alliance corrects the available amount of funding. The previous agreement inadvertently left out the funding amount of $16,000 that was previously approved by the Commissioners Court for the HVAC required for shelter operation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2023 11:43 AM
Form Started By: Pierce Kathy		Started On: 12/06/2023 09:46 AM
Final Approval Date: 12/06/2023		

AMENDMENT NO. 3
TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND THE WILLIAMSON COUNTY CRISIS CENTER D/B/A HOPE ALLIANCE
FOR THE TEMPORARY AUXILIARY EMERGENCY SHELTER PROJECT
FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

THIS AMENDMENT No. 3 to Subrecipient Agreement is made and entered into by and between Williamson County, Texas ("County") and The Williamson County Crisis Center D/B/A Hope Alliance ("Subrecipient"), both being political subdivision of the State of Texas (collectively referred to as "Parties").

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and The Williamson County Crisis Center D/B/A Hope Alliance for the Temporary Auxiliary Emergency Shelter Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)], which became effective as of February 28, 2023 ("Agreement");

WHEREAS, the Parties executed an Amendment No. 1 to the Agreement effective March 28, 2023 for the purpose of adding an additional $16,000.00 needed for additional repairs and maintenance for Subrecipient's Temporary Auxiliary Emergency Shelter Project;

WHEREAS, the Parties thereafter executed a second amendment to the Agreement for the purpose of funding for additional repairs and maintenance for Subrecipient's Temporary Auxiliary Emergency Shelter Project; provided, however, the amount set out in the amendment contained the incorrect amount of funding ("Second Amendment");

WHEREAS, it has become necessary to amend the Agreement to provide the correct total amount of funding the County shall make available for Subrecipient's Temporary Auxiliary Emergency Shelter Project and thereby also amending the incorrect amount of funding set out in the prior Second Amendment to the Agreement;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENTS

1. **Article II. Payment** of the Agreement and Paragraph 1 of the Second Amendment shall be amended and supplanted, in their entirety, by the following:

The COUNTY shall make available an amount of up to **$570,112.00 (FIVE HUNDRED SEVENTY THOUSAND, ONE HUNDRED AND TWELVE DOLLARS)** to SUBRECIPIENT from the COUNTY's FRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of FRF FUNDS as outlined in the Treasury's Interim Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

Each reimbursement request must contain the following supporting documentation:

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

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment No. 3 and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment No. 3 are the valid, binding, and enforceable obligations of such party.

3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: **As Presiding Officer, Williamson County Commissioners Court**

Date: _____ ____, 20___

The Williamson County Crisis Center D/B/A Hope Alliance

By: Richard M. Brown

Printed Name: RICHARD M. BROWN

Title: CEO

Date: DECEMBER 5, 2023

Commissioners Court - Regular Session **30.**

Meeting Date: 12/12/2023

DA BA Rev 12.12.23

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 the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	District Atty Sal. Supplement	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2023 09:21 AM
Form Started By: Ganae Hempe		Started On: 12/01/2023 04:14 PM
Final Approval Date: 12/06/2023		

Commissioners Court - Regular Session **31.**

Meeting Date: 12/12/2023

DA BA Exp 12.12.23

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 the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,088.16
	0100.0440.002010	FICA	$465.74
	0100.0440.002020	Retirement	$946.10

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2023 09:22 AM
Form Started By: Ganae Hempe		Started On: 12/01/2023 04:18 PM
Final Approval Date: 12/06/2023		

Commissioners Court - Regular Session **32.**

Meeting Date: 12/12/2023

NACO BA Rev 12.12.23

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 the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$43.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 08:53 AM
Form Started By: Ganae Hempe		Started On: 12/05/2023 11:42 AM
Final Approval Date: 12/07/2023		

Commissioners Court - Regular Session **33.**

Meeting Date: 12/12/2023

NACO BA Exp 12.12.23

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 the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$43.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 08:54 AM
Form Started By: Ganae Hempe		Started On: 12/05/2023 11:49 AM
Final Approval Date: 12/07/2023		

Commissioners Court - Regular Session **34.**

Meeting Date: 12/12/2023

LIT for Facilities Management

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Funds were provided in FY24 to replace one of the rooftop HVAC units at Jester Annex. The recommendation from the engineer is to change to a chiller system. Due to design changes and long lead times for the equipment, this transfer is necessary to combine these funds with P611 (Jester Annex HVAC). The revenues and expenditures will be tracked in the project module and the funds will be committed as part of the CIP plan.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$825,000
To	0100.0409.000777	Transfer to Capital Projects	$825,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:12 AM
Form Started By: Tomika Lynce		Started On: 12/07/2023 09:56 AM
Final Approval Date: 12/07/2023		

Commissioners Court - Regular Session **35.**

Meeting Date: 12/12/2023

Ratification of Documents for TDEM on 2023 Winter Storm Mara (DR-4705)

Submitted By: Cortney Husband, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the updated Grant Terms and Conditions required by Texas Division of Emergency Management (TDEM) for the submittal for reimbursement of expenditures incurred for 2023 Texas Winter Storm Mara (DR-4705-TX).

Background

Discuss, consider and take appropriate action on approving the updated Grant Terms and Conditions required by Texas Division of Emergency Management (TDEM) for the submittal for reimbursement of expenditures incurred for 2023 Texas Winter Storm Mara (DR-4705-TX)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TDEM Grants Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 08:59 AM
Form Started By: Cortney Husband		Started On: 12/06/2023 03:36 PM
Final Approval Date: 12/07/2023		

Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: May 1, 2023

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Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name:	Williamson County		
EIN/TIN:	17460009784		
UEI:	C4BDCBLYNND6	UEI Expiration Date:	08/27/24
Address Line 1:	710 S. Main St., Suite 301		
Address Line 2:			
City	Georgetown		
State	Texas	Zip (+4)	78641 - 5701

Subrecipient Contacts

Primary Contact
Serves as the primary point of contact for project(s).

Name:	Cortney Husband	Position/Job Title:	Senior Accountant
Email:	cortney.husband@wilco.org	Phone Number:	512-943-1500

Certifying Official
Serves as the official representative of the organization.
Must possess the authority to obligate funds & enter into contracts for the organization.

Name:	Bill Gravell	Position/Job Title:	County Judge
Email:	bgravell@wilco.org	Phone Number:	512-943-1665

Authorized Agent
(if different than the Certifying Official)
Serves as an authority of the organization.
Must possess the authority act on behalf of the Certifying Official.

Name:		Position/Job Title:	
Email:		Phone Number:	

Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 01: Overall language revisions to improve clarity through the agreement.
Rev. 02: Updates to 2 CFR and 44 CFR references throughout the document.
Rev. 03: Language has been updated to provide links to TDEM's main website where GMS was previously mentioned.
Rev. 04: Addition of a Subrecipient Letter.
Rev. 05: Addition of a contact page for Subrecipient Primary contacts.
Rev. 06: Revision of the word "Introduction" to "Authority" and "Terms and Conditions for FEMA Grant Awards Programs" to "Agreement" to align with language appropriate of a contract.
Rev. 07: Revisions to the mention of FEMA or DHS to DHS/FEMA throughout the document.
Rev. 08: Language to state that the terms "grant" and "award" would be used interchangeably through the document.
Rev. 09: Language added to clarify State or Federal Authority of the exhibits included in the agreement (Section II).
Rev. 10: Language added to clarify the non-inclusive list of program regulations are granted by Federal Authority (Section VI).
Rev. 11: Addition of requirement to completed Federal Procurement Training within a year of award (Section VII).
Rev. 12: Removal of mention of the Dun and Bradstreet Data Universal Number System (Section VIII).
Rev. 13: Deadlines for documentation submission updated to align with SAP (Section XX).
Rev. 14: Language added to include potential Enforcement actions (Section XIV) for non-compliance with Single Audit submissions (Section XI).
Rev. 15: Removal of the language to include "partial" termination of an award (Section XIII).
Rev. 16: Removal of specific Grants Management System workflows to become all inclusive of the grant related functions in GMS (Section XVIII).
Rev. 17: Removal of the Damage and Impact Identification language as this is listed in the Public Assistance SAP.
Rev. 18: Language added to clarify enforcement action for QPRs that do not show progression for two or more quarters (Section XXV).
Rev. 19: Addition of BRIC and PDM grant programs in the QPR requirements (Section XXV).
Rev. 20: Revision of the Equipment Records language to include where in federal guidance (2 CFR) to look for full rules and regulations (Section XXVI).
Rev. 21: Addition of FEMA GO for HMA grants (Section XXVII).
Rev. 22: Updates to the general RFI Policy to include language that an extension not to exceed 30 days may be granted at TDEM's discretion (Exhibit G).
Rev. 23: Addition of a Pre-Obligation RFI Policy for HMA grants to include a 15-day timeline for information requests beginning from the day an application begins review (Exhibit H).
Rev. 24: Inclusion of an acknowledgement that the subrecipient understands that TDEM will not award additional funding or time extensions unless previously approved (Grant Acknowledgement, Agreement and Signature).
Rev. 25: Subrecipient full signature is now a requirement to attest that they have read, agree, and will comply with all Exhibits (Grant Acknowledgement, Agreement and Signature).

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in 2 C.F. R. §170.315, certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.

2. Throughout this document the terms grant and award will be used interchangeably.

3. A recipient is a non-Federal entity for administration purposes.

4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.

5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.

6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.

7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.

8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.

9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).

10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A

2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B

3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C

4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D

5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E

6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F

7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G

8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H

9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).

2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.

3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Federal Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

a. Public Law 93-288, as amended (Stafford Act)
b. 44 C.F.R., Emergency Management and Assistance
c. 2 C.F.R., Grants and Agreements
d. Disaster Mitigation Act of 2000
e. Executive Order 11988, Floodplain Management
f. Executive Order 11990, Protection of Wetlands
g. Executive Order 12372, Intergovernmental Review of Programs and Activities

h. Executive Order 12549, Debarment and Suspension
i. Executive Order 12612, Federalism
j. Executive Order 12699, Seismic Design
k. Executive Order 12898, Environmental Justice
l. Coastal Barrier Resources Act, Public Law 97-348
m. Single Audit Act, Public Law 98-502
n. Sandy Recovery Improvement Act publications
o. Disaster Recovery Reform Act of 201816 U.S.C. § 470, National Historic Preservation Act
p. 16 U.S.C. § 1531, Endangered Species Act References
q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at: http://www.window.state.tx.us/procurement/catrad/ugms.pdf and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: https://tdem.texas.gov. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars, terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and

5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

Federal procurement training will be required in advance of funding, or as a condition of funding if additional monitoring is deemed appropriate by TDEM. Training must be completed within a year of award or before closeout of the award, whichever is sooner. TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.

2. In accordance with 2 C.F.R. §25.300, TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.

3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report

or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See 2 C.F.R. Part 25, Appendix A.

4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170). See FEMA Information Bulletin 350.

    a. Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320.

    b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.

    c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.

6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.

7. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government

8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at https://tdem.texas.gov.

9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property,

the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.

10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 C.F.R. 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:

    a. Micro purchase
    b. Small purchase
    c. Sealed bid
    d. Competitive proposal
    e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)

3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate

actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as “cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.

5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.

6. Subrecipients must negotiate profit as a separate element where required.

7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (Executive Order 12549, Debarment and Suspension).

    a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a debarred vendor or a vendor or Subrecipient that does not have a valid SAM.gov registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women’s enterprises and labor surplus firms) at 2 C.F.R §200.321.

9. Subrecipients must comply with the rules of recovered materials for procurements at 2 C.F.R §200.323.

10. Subrecipients must comply with the rules for domestic preferences for procurements at 2 C.F.R § 200.322.

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.

b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending $750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient’s fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient’s records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.

2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement

to cooperate is included in any subcontract it awards.

3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338, and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute,or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.

3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books,accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made.Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's

acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.

2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:

    a. The reason(s) for such determination;
    b. The effective date of such termination; and
    c. The scope of the termination of the award.
    d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;

2. Require all payments as reimbursements rather than advance payments;

3. Temporarily withhold payments pending correction of the deficiency;

4. Disallow or deny use of funds and matching credit for all or part of the cost of the

activity or action not in compliance;

5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;

6. Withhold cash payments pending correction of the deficiency bysubrecipient or more severe enforcement action by TDEM or DHS/FEMA;

7. Withhold future awards for the grant program; and

8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM’s right to disallow costs and recover funds on the basis of a later audit or other review;

2. Subrecipient’s obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit

requirements, as set forth herein; and

4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
   a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).

b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.

2. Should additional time be required, a time extension request must be submitted which:
   a. Identifies the projects requiring an extension;
   b. Explains the reason for an extension;
   c. Indicates the percentage of work that has been completed;
   d. Provides an anticipated completion date;
   e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant’s Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.

b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Division Chief of Recovery and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of $500,000 (or $100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. In accordance with 44 C.F.R §206.440, an appeal must be submitted by the subrecipient within the following time frames:

a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;

b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter**.** If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period

ends. The reporting period consists of 4 3-month periods:

a. Quarter 1 (Q1): October – December
b. Quarter 2 (Q2): January – March
c. Quarter 3 (Q3): April – June
d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of $5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased equipment, reference 2 C.F.R. 200.313.

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per 2 C.F.R. § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See Standard Form 424B)

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C.§§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.§§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C.§§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C.§§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.§§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See Standard Form 424D)

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C.§§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:

    a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or

e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).

5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.

7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.

10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, orshall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water underthe Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at SAM.gov.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.

2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.

3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.

4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.

5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.

6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.

7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)
   a. Match Certifications

      Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

   b. Duplication of Program Statement

      Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

   c. Federal Debt Disclosure

      Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only
   a. Maintenance Agreement

      Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

   b. Environmental Justice Statement

      Federal Executive Order 12898 compliance requirements – If there are any concentration of low income of minority populations in or near the HMGP projects:

      i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

      OR

      ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

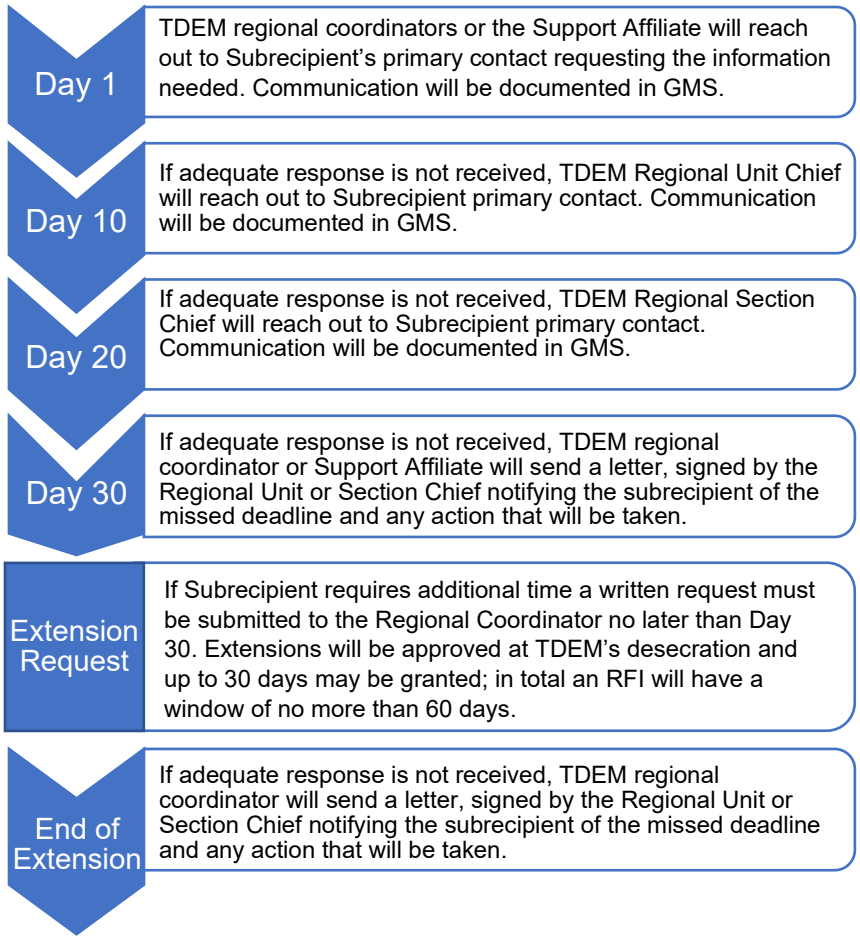


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

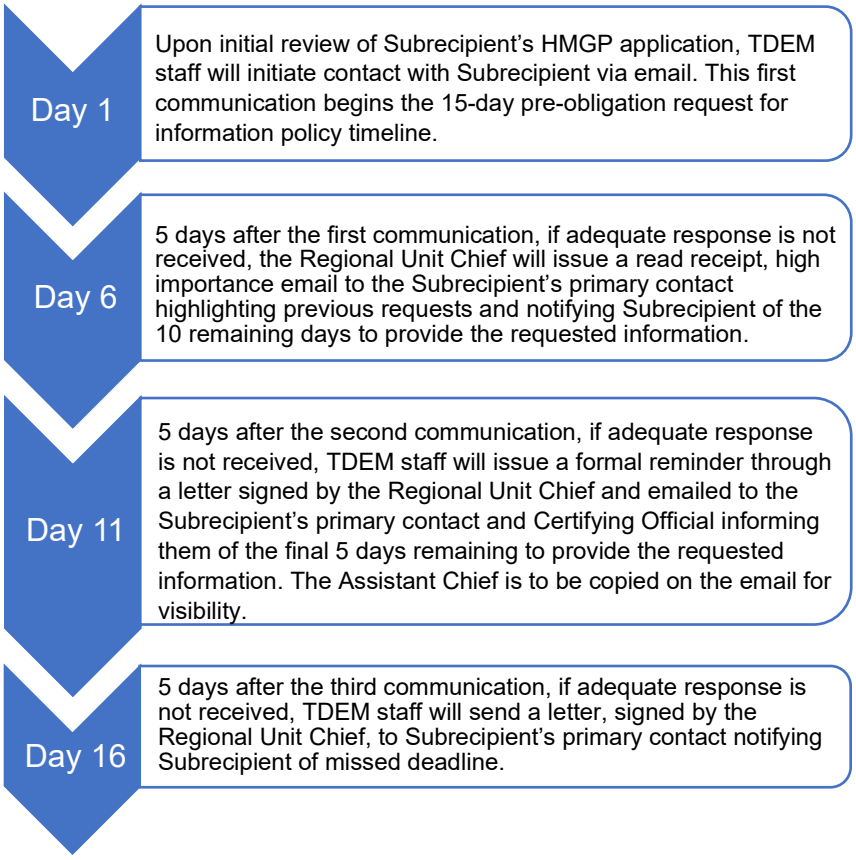


Exhibit I: Recoupment of Federal Funds

Procedure Summary

- This procedure is to ensure responsible spending of federal dollars, 2 CFR § 200.344 and 2 CFR § 200.345 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.

- This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statue, regulations, or guidance.

- The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment

    1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.

2. Recipient's Responsibilities

    2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.

    2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.

    2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.

3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM.

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients

designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.6. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- Texas A&M University System Regulation 21.01.04
- 1 Tex. Admin. Code Section 59.2
- Tex. Gov't Code Section 403.055
- Tex. Gov't Code Chapter 2107
- Texas A&M University System Office Collection and Write-off Guidance
- Texas A&M University System Regulation 09.04.01

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____ , the undersigned and Certifying Official of
Printed Name

Williamson County certify that I have read and understand each section of the
Subrecipient Name

of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

_____ Signature	Agreement Authority
_____ Signature	Agreement (Section I – XXIX)
_____ Signature	Exhibit A: Assurance – Non-Construction Programs
_____ Signature	Exhibit B: Assurance – Construction Programs
_____ Signature	Exhibit C: Certifications for Grant Agreements
_____ Signature	Exhibit D: State of Texas Assurances
_____ Signature	Exhibit E: Environmental Review Certification
_____ Signature	Exhibit F: Additional Grant Certifications

_____ Signature	Exhibit G: Request for Information Policy
_____ Signature	Exhibit H: Pre-Obligation Request for Information Policy
_____ Signature	Exhibit I: Recoupment of Federal Funds
_____ Signature	I understand that by signing these terms and conditions, only costs deemed eligible in the approved scope of work (SOW) for my award will be reimbursed. Additional funding or time extensions will not be made available unless previously approved.

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

Signature of Certifying Official	**Date**
Printed Name, Title (e.g., Jane Doe, Mayor)	

Commissioners Court - Regular Session **36.**

Meeting Date: 12/12/2023

Interlocal Agreement for Participation and Access to Dispatch Services and Public Safety Software Systems

Submitted For: Hank Jones **Submitted By:** Hank Jones, Emergency Services Dept

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval of Interlocal Cooperation Agreements for participation and access to Williamson County's Dispatch Services and public safety software systems and related support services.

Background

The purpose of this Agreement is for local government entities to obtain dispatch services from Williamson County and be granted access to Williamson County's public safety software system and related support services in relation to local government entities' provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to Williamson County for the costs incurred by Williamson County for providing such said services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESD 1_ILA
ESD 2_ILA
ESD 3_ILA
ESD 4_ILA
ESD 5_ILA
ESD 6_ILA
ESD 7_ILA
ESD 10_ILA
Florence PD_ILA
Granger FD_ILA
Granger PD_ILA
Hutto ISD PD_ILA
Hutto PD_ILA
Jarrell ISD PD_ILA
Jarrell PD_ILA
Leander FD_ILA
Liberty Hill ISD PD_ILA
Liberty Hill PD_ILA
Round Rock ISD PD_ILA
Southwestern University PD_ILA
Taylor FD_ILA
Thrall PD_ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/05/2023 12:28 PM
Form Started By: Hank Jones		Started On: 11/30/2023 01:27 PM
Final Approval Date: 12/05/2023		

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Williamson County ESD#1 / Jollyville Fire Dept.

By: _____

Printed Name: Brad Landi

Title: Fire Chief

Date: 7/17/, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Brad Landi
Title: Fire Chief
Address: 9218 Anderson Mill Rd
Austin, TX 78729
Phone: 512-258-1038 x1
Email: bland.i@jvfd.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Brad Landi
Address: 9218 Anderson Mill Rd
Austin, TX 78729
Phone: 512-258-1038 x1
Email: bland.i@jvfd.org

Alternate Contact:

Name: Travis Haffelder
Address: 9218 Anderson Mill Rd
Austin, TX 78729
Phone: 512-258-1038
Email: thaffelder@jvfd.org

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Sam Bass Fire Department

By: [signature]

Printed Name: James Shofner

Title: Sam Bass Fire Chief

Date: 6 16, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Jerad Rogers
Title: Battalion chief C-Shift
Address: 16248 Great Oaks
Roundrock
, TX 78681
Phone: 254-217-5926
Email: Jrogers@sambassfd.com

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Jerad Rogers
Address: 16248 Great Oaks
Roundrock
, TX 78681
Phone: 254-217-5926
Email: Jrogers@sambassfd.com

Alternate Contact:

Name: James Shofner
Address: 16248 Great Oaks
Round Rock
, TX 78681
Phone: 512-255-0100
Email: JShofner@sambassfd.com

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. **On or before October 31st of each Fiscal Year, County will** submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.

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

E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.

F. No Assignment: This Agreement may not be assigned.

G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.

H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.

I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.

J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.

K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.

L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: WCESD#3/Hutto Fire Rescue

By: [signature]

Printed Name: Bill Brown

Title: President

Date: August 17, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Bill Brown
Title: President
Address: PO Box 175
501 Exchange Blvd.
Hutto, TX 78634
Phone: 512-759-2616
Email: info@huttofirerescue.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Scott Kerwood
Address: PO Box 175
501 Exchange Blvd
Hutto, TX 78634
Phone: 512-759-2616
Email: sdkerwood@huttofirerescue.org

Alternate Contact:

Name: Rob Bocanegra
Address: PO Box 175
501 Exchange Blvd.
Hutto, TX 78634
Phone: 512-759-2616
Email: rbocanegra@huttofirerescue.org

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Williamson County ESD No. 4

By: _____

Printed Name: Dan Clark

Title: President

Date: August 30, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Alma Jellison
Title: Fire Admin Manager
Address: 301 Main Street

Liberty Hill TX 78642
Phone: 512-515-5165
Email: ajellison@libertyhillfire.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Alma Jellison
Address: 301 Main Street

Liberty Hill, TX 78642
Phone: 512-515-5165
Email: ajellison@libertyhillfire.org

Alternate Contact:

Name: Mark Rosenbusch
Address: 301 Main Street

Liberty Hill, TX 78642
Phone: 512-515-5165
Email: Mrosenbusch@libertyhillfire.org

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users.** In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Williamson County ESD #5

By: [signature]

Printed Name: Ron Stewart

Title: Fire Chief

Date: September 13, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Ron Stewart
Title: Fire Chief
Address: PO Box 88
Jarrell, TX 76537
Phone: (512) 746-2505
Email: Ron.Stewart@wilcoesd5.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: John Jernigan, Captain
Address: PO Box 88
Jarrell, TX 76537
Phone: (512) 746-2505
Email: john.jernigan@wilcoesd5.org

Alternate Contact:

Name: Asst Chief Bobby Belcher
Address: PO Box 88
Jarrell, TX 76537
Phone: (512) 746-2505
Email: Bobby.Belcher@wilcoesd5.org

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Williamso County ESD 6

By: M W McAdams

Printed Name: MARK W. McADAMS

Title: FIRE CHIEF

Date: August 29, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: MARK McADAMS
Title: FIRE CHIEF
Address: 450
FM 1105
WEIR, TX
Phone: 512 423 6104
Email: mark.mcadams@wilcoesd6.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: MARK McADAMS
Address: 450
FM 1105
WEIR, TX
Phone: 512 423 6104
Email: mark.mcadams@wilcoesd6.org

Alternate Contact:

Name: Kevin Gehrig
Address: 450
FM 1105
WEIR, TX
Phone: 512 786 6657
Email: Kgehrig@weirfd.org

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Williamson County ESD NO 7

By: Keith Couch

Printed Name: Keith Couch

Title: President

Date: 8-15-2023, 20____

LGE's Designated Contact for Legal Notices (Article IX):

Name: Michael R. Cummings
Title: Fire Chief
Address: 14955 RR 2338
Georgetown, TX 78633
Phone:
Email: rcummings@wilcoesd7.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Ryan Fuqua
Address: 14955 RR 2338
Georgetown, TX 78633
Phone:
Email: RFuqua@Wilcoesd7.org

Alternate Contact:

Name:
Address:
, TX
Phone:
Email:

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Williamson County ESD # 10

By: [signature]

Printed Name: Mark Moellenberg

Title: Fire Chief

Date: October 23, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Mark Moellenberg
Title: Fire Chief
Address: 403 FM 1466, PO Box 102
Coupland, TX 78615
Phone: 512 596-9189
Email: mmoellenberg@wcesd10.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Jared Cummings, Asst Chief
Address: PO Box 102
Coupland, TX 78615
Phone: 512 864-4483
Email: jcummings@wcesd10.org

Alternate Contact:

Name: John Roulston-Bates, District Chief
Address: PO Box 102
Coupland, TX 78615
Phone: 512 868-7461
Email: jroulstone@wcesd10.org

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.

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

E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.

F. No Assignment: This Agreement may not be assigned.

G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.

H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.

I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.

J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.

K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.

L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: City of Florence Police Department

By: Mary Condon

Printed Name: Mary Condon

Title: Mayor

Date: October 19, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Randy Stump / Stump + Stump
Title: City Attorney
Address: 803 South Main St.
Georgetown, TX 78626
Phone: 512-863-5594
Email: Stumplaw@aol.com

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Joshua Teitge
Address: PO Box 430
851 FM 970
Florence, TX 76527
Phone: 737-444-3299 (cell)
Email: jteitgee florencetex.com

Alternate Contact:

Name: Dionisio Sanchez
Address: PO Box 430
851 FM 970
Florence, TX 76527
Phone: 254-793-3110
Email: dsanchez e florencetex.com

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Granger Volunteer Fire Dept. / City of Granger

By: Christy CaunessBradshaw

Printed Name: Christy CaunessBradshaw

Title: City Administrator

Date: 9/16/, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Christy CaunessBradshaw
Title: City Administrator
Address: 214 E Davilla St
P.O. Box 367
Granger, TX 76530
Phone: 512.859.2755
Email: cityadmin@cityofgranger.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: James Cervenka
Address: PO Box 35
Granger, TX 76530
Phone: 512-940-4438
Email: grangervfd@yahoo.com

Alternate Contact:

Name: Tommy Villa
Address: 303 East Broadway St.
Granger, TX 76530
Phone: 512-859-2755
Email: grangervfd@yahoo.com

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Granger Police Department

By: Jess Eckard

Printed Name: Jess Eckard

Title: Chief of Police

Date: September 7th _____, 20 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Christy CavnessBradshaw
Title: City Administrator
Address: 214 E Davilla st

Granger, TX 76530
Phone: 512-859-2755
Email: cityadmin@cityofgranger.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Jess Eckard
Address: 119 E Davilla St

Granger, TX 76530
Phone: 512-688-0090
Email: jesse.eckard@graqngerpd.us

Alternate Contact:

Name: Christy CavnessBradshaw
Address: 214 E Davilla St

Granger, TX 76530
Phone: 512-859-2755
Email: cityadmin@cityofgranger.org

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Celina Estrada Thomas

By: Hutto ISD

Printed Name: Celina Estrada Thomas

Title: Superintendent

Date: 8/24/2023 _____, 20____

LGE's Designated Contact for Legal Notices (Article IX):

Name: William Edwards
Title: Chief of Police
Address: 351 Carl Stern Dr
Hutto, TX 78634
_____, TX _____
Phone: 737-327-5326
Email: William.Edwards@HuttoISD>net

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Keith Reynolds
Address: 200 College St
Hutto, TX
78634, TX _____
Phone: 737-327-7783
Email: Keith.Reynolds@HuttoISD.net

Alternate Contact:

Name: Kendall Hong
Address: 200 College St
Hutto, TX 78634
_____, TX _____
Phone: 512-759-3771
Email: Kendsall.Hong@HuttoISD.net

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

DocuSign Envelope ID: ABAFFDE9-B313-4058-B39F-A15B7FADA561

LGE:

Name of LGE: City of Hutto

By: DocuSigned by: BEB500A4D5F0477...

Printed Name: James R. Earp, CPM

Title: City Manager

Date: 11/21/2023 _____, 20_____

LGE's Designated Contact for Legal Notices (Article IX):

Name: Angela Lewis
Title: City Secretary
Address: 500 W. Live Oak St.
Hutto, TX 78634
Phone: 512-759-4839
Email: angela.lewis@huttotx.gov

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Asst. Chief Dwain Jones
Address: 500 W. Live Oak St.
Hutto, TX 78634
Phone: 512-759-5991
Email: dwain.jones@huttotx.gov

Alternate Contact:

Name: Lt. Nathan Spraggins
Address: 500 W. Live Oak St.
Hutto, TX 78634
Phone: 512-759-5987
Email: nathan.spraggins@huttotx.gov

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Jarrell Independent School District

By: Toni Hicks

Printed Name: Toni Hicks

Title: Superintendent

Date: October 5, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Sharif Mezayek
Title: Police Chief
Address: 1100 W FM 487
Jarrell, TX 76537
Phone: 512-598-3700
Email: sharif.mezayek@jarrellisd.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Jim Freeman
Address: 108 E Ave F
Jarrell, TX 76537
Phone: 512-746-4817
Email: jim.freeman@jarrellisd.org

Alternate Contact:

Name: Patrick Vasquez
Address: 108 E. Ave F
Jarrell, TX 76537
Phone: 512-598-3501
Email: patrick.vasquez@jarrellisd.org

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: CITY OF JARRELL

By: [signature]

Printed Name: Danielle Singh

Title: City Manager

Date: November 14, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Danielle Singh
Title: City Manager
Address: 161 Town Center Boulevard
Jarrell, TX 76537
Phone: 512-746-4593
Email: d.singh@cityofjarrell.com

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Chief Patrick South
Address: 161 Town Center Blvd.
Jarrell ~~Georgetown~~, TX ~~78626~~ 76537
Phone: 512-667-1307
Email: p.south@cityofjarrell.com

Alternate Contact:

Name: Assistant Chief Angela Mathews
Address: 161 Town Center Blvd.
Jarrell, TX 76537
Phone: 512-746-4593 ext. 125
Email: a.mathews@cityofjarrell.com

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: City of Leander

By: C. deLisle

Printed Name: Christine DeLisle

Title: Mayor

Date: September 21, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Billy Wusterhausen
Title: Fire Chief
Address: PO Box 319
Leander, TX 78646
Phone: 512-528-1664
Email: bwusterhausen@leandertx.gov

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Stuart Heater
Address: PO Box 319
Leander, TX 78646
Phone: 512-528-2882
Email: sheater@leandertx.gov

Alternate Contact:

Name: Glenn Cunningham
Address: PO Box 319
Leander, TX 78646
Phone: 512-528-2788
Email: gcunningham@leandertx.gov

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

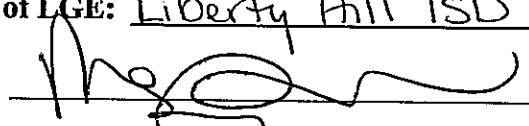
Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Liberty Hill ISD

By: 

Printed Name: Megan Parsons

Title: LHISD Board President

Date: November 1, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Steven Snell
Title: Superintendent
Address: 301 Forrest St

Liberty Hill, TX 78642
Phone: 512 260 5800
Email: SSnell@libertyhill.txed.net

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Chris Rybarski
Address: 16500 W SH 29

Liberty Hill, TX 78642
Phone: 512 260 5534
Email: crybarski@libertyhill.txed.net

Alternate Contact:

Name: Scott Stansbury
Address: 100 Championship Dr.

Liberty Hill, TX 78642
Phone: 512 260 4477
Email: SStansbury@libertyhill.txed.net

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: City of Liberty Hill

By: Paul Brandenburg

Printed Name: Paul Brandenburg

Title: City Manager

Date: 8/24/2023, 20____

LGE's Designated Contact for Legal Notices (Article IX):

Name: Paul Brandenburg
Title: City Manager
Address: 926 Loop 332

Liberty Hill, TX 78642
Phone: 512-778-5449
Email: pbrandenburg@libertyhilltx.gov

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Chief Royce Graeter
Address: 1120 Loop 332

Liberty Hill, TX 78642
Phone: 512-515-5409
Email: rgraeter@libertyhilltx.gov

Alternate Contact:

Name: Bill Gunz
Address: 926 Loop 332

Liberty Hill, TX 78642
Phone: 512-778-5449
Email: wgunz@libertyhilltx.gov

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Round Rock ISD

By: Dennis D Covington

Printed Name: Dennis D Covington

Title: CFO

Date: 10/18/23, 20____

LGE's Designated Contact for Legal Notices (Article IX):

Name: Cynthia Hill
Title: General Counsel
Address: 1311 Round Rock Ave
Round Rock, TX 78681
Phone: 512-464-5054
Email: Cindy-hill@roundrockisd.org

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Chief Dennis Weiner
Address: 1311 Round Rock Ave
Round Rock, TX 78681
Phone: 512-428-7956
Email: dennis-weiner@roundrockisd.org

Alternate Contact:

Name: Asst. Chief Rose White
Address: 1311 Round Rock Ave
Round Rock, TX 78681
Phone: 512-940-2319
Email: rose-white@roundrockisd.org

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: Southwestern University Police Dept.

By: X William Dunn

Printed Name: William Dunn

Title: Chief of Police

Date: August 23, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: William Dunn
Title: Chief of Police
Address: 1005 Maple Street

Georgetown TX 78626
Phone: 512-863-1944
Email: dunnb@southwestern.edu

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Michelle Flatt
Address: 1005 Maple Street

Georgetown TX 78626
Phone: 512-863-1944
Email: flattm@southwestern.edu

Alternate Contact:

Name: Sgt. Donald Klepac
Address: 1005 Maple Street

Georgetown, TX 78626
Phone: 512-863-1944
Email: klepacd@southwestern.edu

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

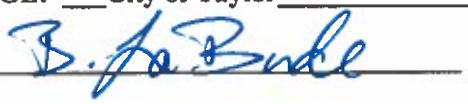
Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: ___City of Taylor_____

By: 

Printed Name: ___Brian LaBorde_____

Title: ____City Manager_____

Date: _____ _____, 20_____

LGE's Designated Contact for Legal Notices (Article IX):

Name:___Daniel Baum_____

Title: ___Fire Chief_____

Address: __304 E. 3rd Street_____

_____Taylor____ _____, TX 76574

Phone: ___512-352-6992_____ Email:__daniel.baum@taylortx.gov_____

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: __Daniel Baum____

Address: __304 E. 3rd Street_____
____Taylor_, TX _76574__

Phone: __512-352-6992_____

Email: __daniel.baum@taylortx.gov_____

Alternate Contact:

Name: __Robert "Bobby" Copeland_____

Address: __304 E. 3rd Street_____
__Taylor_____, TX _76574_____

Phone: __512-352-6992_____

Email: _robert.copeland@taylortx.gov__

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.
Purpose

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

II.
Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

A. Call: ""Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.

B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.

C. User: "User" shall mean and include the following:

1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.
Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

IV.
Obligations, Acknowledgements and Covenants of LGE

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.

J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.

K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.

L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.

M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.

N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.

O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacturer requirements related to the use and operation of the County's public safety software systems.

P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.

Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacturer warranty or support services agreement between County and a vendor/manufacturer.
B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
D. Training services beyond any initial one-time user training that may be provided by County staff.
E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.
Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. No Indemnification: It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. Immunity. This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII.
Fees and Costs; Payment Terms

A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge ("MTC") of One Thousand Dollars ($1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.

B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit "A" – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County's Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County's costs for such additional licenses.

C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the "Base Call Amount"). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.

D. Determination of Fiscal Year Costs and Fees:

1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE's total Call costs for Fiscal Year 2024 will be determined by multiplying LGE's call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE's extrapolated 12-month call volume will then be multiplied by a per Call cost of $25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D.)(1.) above, will be utilized to determine LGE's total Call costs for Fiscal Year 2025. For purposes of LGE's budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.

E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.

F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.
Term and Termination

A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term"). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day's written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

IX.
Legal Notices

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE's primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name:	Bill Gravell (or successor)
Title:	Williamson County Judge
Address:	Williamson County
	710 Main Street
	Suite 101
	Georgetown, TX 78626
Phone:	(512) 943-1550

If to LGE: As identified and set forth below LGE's signature.

X.
Miscellaneous Provisions

A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.

B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
D. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
F. No Assignment: This Agreement may not be assigned.
G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.

O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*****The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

LGE:

Name of LGE: City of Thrall

By: [signature]

Printed Name: Troy Marx

Title: Mayor

Date: August 23, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Whitney Whitworth
Title: Chief
Address: Same as below
_____
_____, TX _____
Phone: _____
Email: _____

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: Whitney Whitworth
Address: 104 Main St.
_____
Thrall, TX 76578
Phone: 512-923-0939
Email: PDchief@cityofthrall.com

Alternate Contact:

Name: Same as above
Address: _____
_____
_____, TX _____
Phone: _____
Email: _____

Exhibit "A"
LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSO	750	735	750	750	215	200	0	0	215	200
Total			1236	908	782	782	458	299	203	71	700	373

Commissioners Court - Regular Session **37.**

Meeting Date: 12/12/2023

Approval of Amendment #5 for Stop Loss Insurance with United Healthcare Insurance Company for HR/Benefits Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the approval of Amendment #5 for Stop Loss Insurance with the provider United Healthcare Insurance Company for the term of January 1, 2024 through December 31, 2024, which incorporates the plan changes, designs, plan rates, revenue and expenses that were approved by the Williamson County Benefits Committee and authorizing the execution of the amendment.

Background

This is Stop Loss Insurance Amendment #5 for United Healthcare Insurance Company (UHC), which supports the employee benefit funding strategy. This coverage was solicited through RFP #22RFP73 Third Party Administrator for Medical, Dental, and Vision Programs, and approved through court on December 20, 2022, Item #48. The budgeted amount is $1,895,647.32. Funds are budgeted in FY24 under Stop Loss Insurance, 01.0885.0885.004057. The department Point of Contact is Shelley Loughrey. United Healthcare is a publicly traded company. Therefore, Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #5

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/06/2023 11:29 AM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 11:42 AM
Form Started By: Kim Chappius		Started On: 12/01/2023 09:45 AM
Final Approval Date: 12/06/2023		

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

AMENDMENT NO. 5

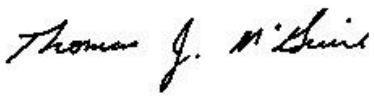
Amendment to be attached to and made a part of Group Policy No. GA-911463AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to Williamson County (herein called "Policyholder").

It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2024.

UnitedHealthcare Insurance Company

William J Golden, President



Thomas J. McGuire, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: Williamson County

Policy Number: GA-911463AL

Effective Date: January 1, 2024

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2024 through December 31, 2024, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2024 and Paid from January 1, 2021 through December 31, 2024.

Specific Deductible per Covered Person: $300,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: $91.65 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2024 and Paid from January 1, 2021 through December 31, 2024.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: $2,000,000 per Policy Year

Minimum Annual Aggregate Deductible: $26,547,586 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit: $300,000

Monthly Aggregate Factors: $1,417.37 per subscriber

Aggregate Excess Loss Premium: $4.65 per subscriber per month

Commissioners Court - Regular Session **38.**

Meeting Date: 12/12/2023

ILA Southwestern/Inner Loop

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an interlocal agreement between Williamson County and the City of Georgetown regarding the development of the Williamson County Headquarters property and design and construction of Southwestern Blvd and the SE Inner Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:20 AM
Form Started By: Rachel Rull		Started On: 12/07/2023 10:52 AM
Final Approval Date: 12/07/2023		

INTERLOCAL AGREEMENT
REGARDING THE DEVELOPMENT OF THE WILLIAMSON COUNTY HEADQUARTER PROPERTY AND DESIGN AND CONSTRUCTION OF SOUTHWESTERN BLVD. AND THE SOUTHEAST INNER LOOP AND RELATED INFRASTRUCTURE

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

THIS INTERLOCAL AGREEMENT ("**Agreement"**) is entered into between the City of Georgetown, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, as part of the County's ongoing facility plan that includes relocating certain services from downtown Georgetown, the County is developing a new headquarters building and other County facilities on an existing approximate 170.8483 acre tract of land located at the northwest corner of Southeast Inner Loop and Southwestern Boulevard ("Wilco HQ Property") as further depicted in **Exhibit "A"**;

WHEREAS, the City desires to facilitate the relocation of County facilities and the construction of a new headquarters facility, additions to the Williamson County Juvenile Justice Facility, and improvements to the floodplain within and near the property that will provide public services benefiting the residents of the City and the County as further depicted in the concept plan shown on **Exhibit "B"**;

WHEREAS, the City is in the process of designing and constructing the expansion of Southwestern Blvd from Raintree Dr. to Southeast Inner Loop, the approximate location being shown on **Exhibit "C"** and as further described herein, (the "Southwestern Blvd Project") and

WHEREAS, the City is the process of designing and constructing the expansion of Southeast Inner Loop from FM1460 to SH29, the approximate location being shown on **Exhibit "D"** and as further described herein, (the "Southeast Inner Loop Project") and

WHEREAS, the County desires to facilitate the Southwestern Blvd and Southeast Inner Loop Projects including design and construction of certain improvements benefiting the Wilco HQ Property;

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

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City and County's participation in the design and construction of the Southwestern Blvd. Project and the Southeast Inner Loop Project, and to facilitate the development of the Wilco HQ Property.

II.
WILLIAMSON COUNTY HEADQUARTERS PROPERTY DEVELOPMENT

2.01 Platting. A plat will not be required for the development of the Wilco HQ Property so long as the County ROW dedications provided for in Section 2.04 of this Agreement occur.

2.02 Zoning Regulations. The Wilco HQ Property is currently zoned PF (Public Facility) and the County shall develop in accordance with the regulations applicable to PF Zoning. The County has submitted a request for zoning variances to allow for a building height of up to 60 feet which was approved by the City's Zoning Board of Adjustment on November 21, 2023.

2.03 Permitting and Inspections. The County shall obtain all permits required by the City's adopted building and fire codes for development of the Wilco HQ Property. The City agrees to expedite its review of those permits and if applicable, expedite any required inspections. The County may accomplish all plan review requirements for code compliance of all adopted building and fire codes through a third-party professional engineering firm. The County may contract with a third-party inspector to perform required inspections related to building and fire inspections, subject to the City's approval of the selected inspector. All inspections and reviews provided by a third-party must be provided to the City as part of the required building and fire code permits.

2.04 County ROW Dedication. Within seven days of the Effective Date of this Agreement, the County shall dedicate to the City approximately 3.233 acres of Southwestern Blvd right-of-way and approximately 0.2252 acres of drainage easement, as further described in **Exhibit "E"**. Within 14 days of receiving the metes and bounds legal description and sketch from the City, the County shall additionally dedicate to the City approximately 0.67 acres of right-of-way adjacent to Inner Loop Road as further described in **Exhibit "F"** to facilitate the Southeast Inner Loop Project.

2.05 City ROW Dedication. Within seven days of the Effective Date of this Agreement, the City shall dedicate to the County approximately 4.0 acres of right-of-way located at the Mankins site, as further described in Exhibit "G" for the Corridor C project.

2.06 **Easement Forms**. All easements conveyed to the City must be in the form posted by the City on the City's website at https://realestate.georgetown.org/, which may be modified only with prior City Attorney approval. As to any easement in favor of the City for which there is no template or form posted on the City's website, the term "Approved Form" shall mean a document in the form pre-approved by the City Attorney.

III.
SOUTHWESTERN BLVD AND SOUTHEAST INNER LOOP PROJECTS

3.01 General. The City is currently designing and will construct the Southwestern Blvd Project for the expansion of Southwestern Blvd from Raintree Dr. to Southeast Inner Loop. The City shall be responsible for all the design and construction services associated with the Southwestern Blvd Project and shall include the County Improvements as further defined below in the scope of the Southwestern Blvd Project, subject to the County's ROW Dedication and a Three Million Dollar ($3,000,000) contribution to the planning, design, and ROW acquisition phases of the Southeast Inner Loop Project (the "County Contribution"). The County Contribution does not impact the Williamson County's twenty-million dollar ($20,000,000) commitment to the Southeast Inner Loop Project that was part of the 2023 road bond election. Subject to the Texas Prompt Payment Act, the County will remit the payment of the County Contribution

to the City within thirty (30) days after the City receives 60% design plans for the Southeast Inner Loop Project and submits an invoice to the County. The City shall commence or cause commencement of construction of the Southwestern Blvd Project no later than October 1, 2024, and the Southeast Inner Loop Project no later than December 31, 2026.

3.02 County Improvements. The City shall be responsible for the design and construction of the following County Improvements as part of its Southwestern Blvd Project and Southeast Inner Loop Project as conceptually shown on **Exhibit "H"** and described below:

1. One driveway from Southwestern Blvd into the Wilco HQ Property, also called Tracey Chambers Lane;

2. Right and left turn lanes from Southwestern Blvd into the Wilco HQ Property driveway;

3. A dedicated right turn lane from Southwestern Blvd to Southeast Inner Loop;

4. Traffic signal at the intersection of SE Inner Loop and Southwestern Blvd;

5. Water and wastewater utility extension along Southwestern Blvd and a water utility extension along Inner Loop Road at locations acceptable to the County; and

6. Expanded drainage improvements on Southwestern Blvd ROW to accommodate a portion of the stormwater currently traversing the Wilco HQ Property.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The

defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Southwestern Boulevard Project and Southeast Inner Loop Project and acceptance of the public improvements by Georgetown.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Southwest Bypass Project and Southeast Inner Loop shown in the Exhibits attached hereto as Exhibits "A" through "H".

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627

Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.13 No Joint Venture. This agreement does not contemplate the creation of any joint venture, partnership or similar business relationship between the Parties.

5.14 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

(signatures on following page)

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2023, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
William Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2023, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBITS

Exhibit A – Wilco HQ Property Location

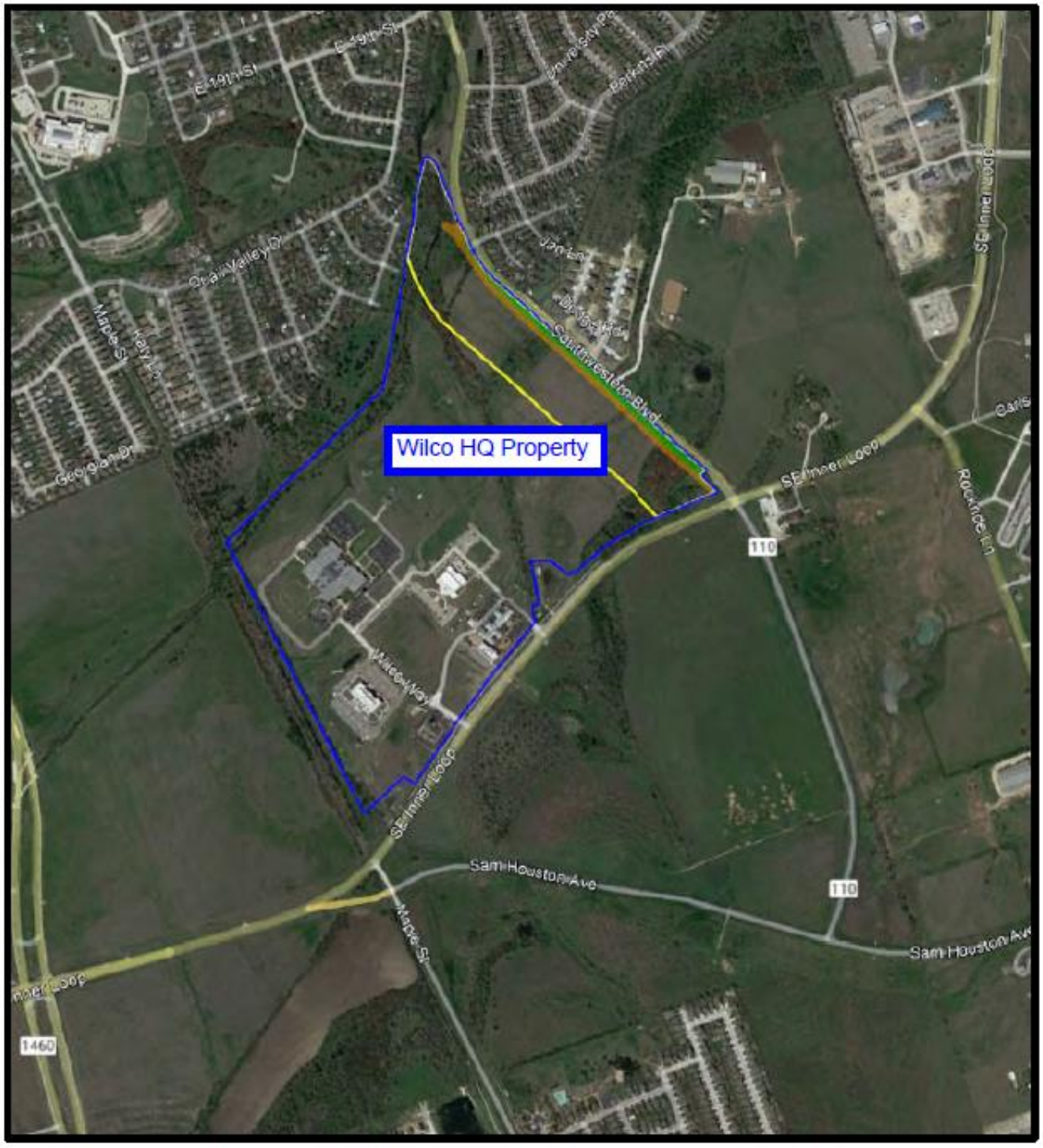


Exhibit B – Wilco HQ Facility Site Plan

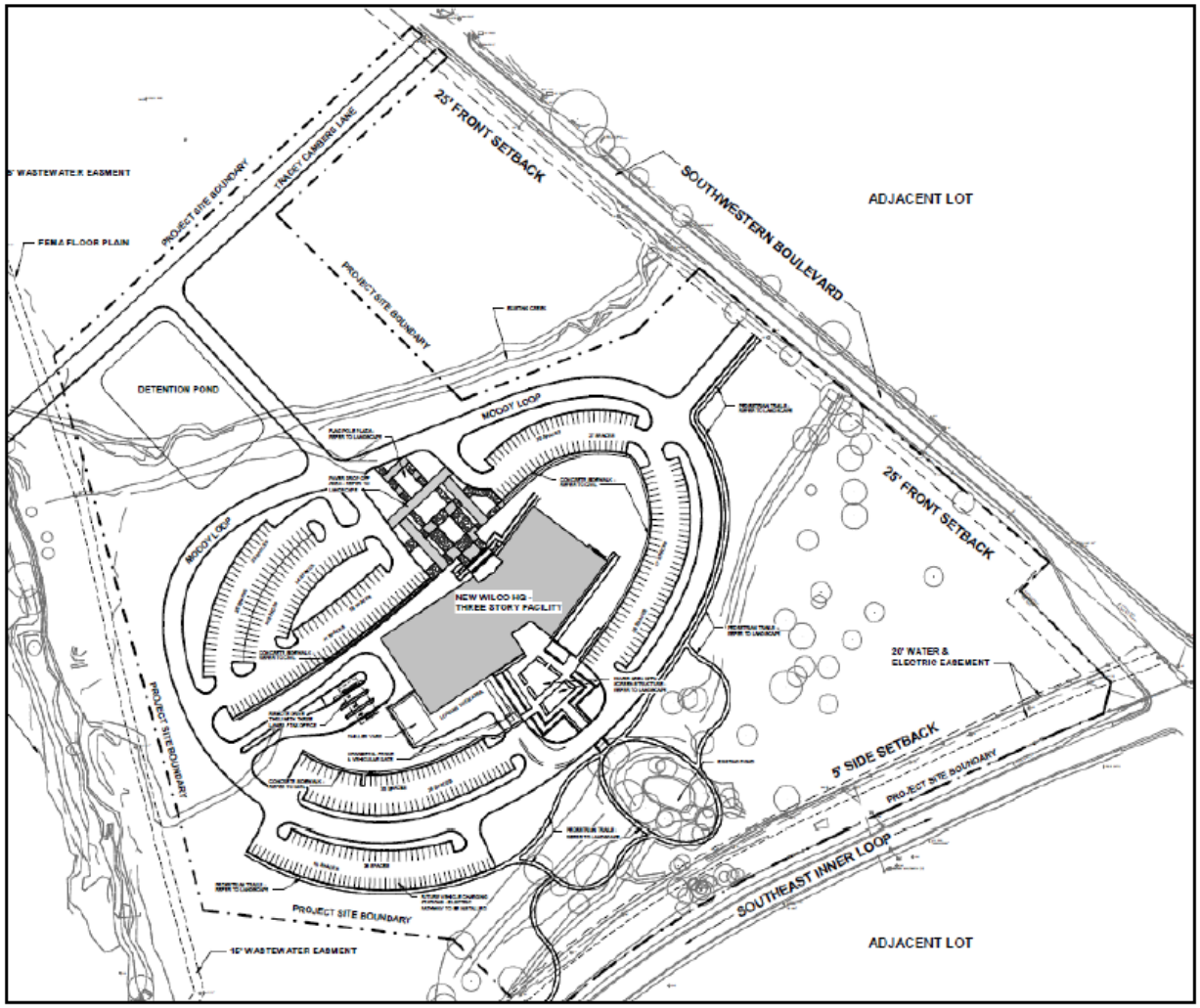


Exhibit C– Southwestern Blvd. Location Map

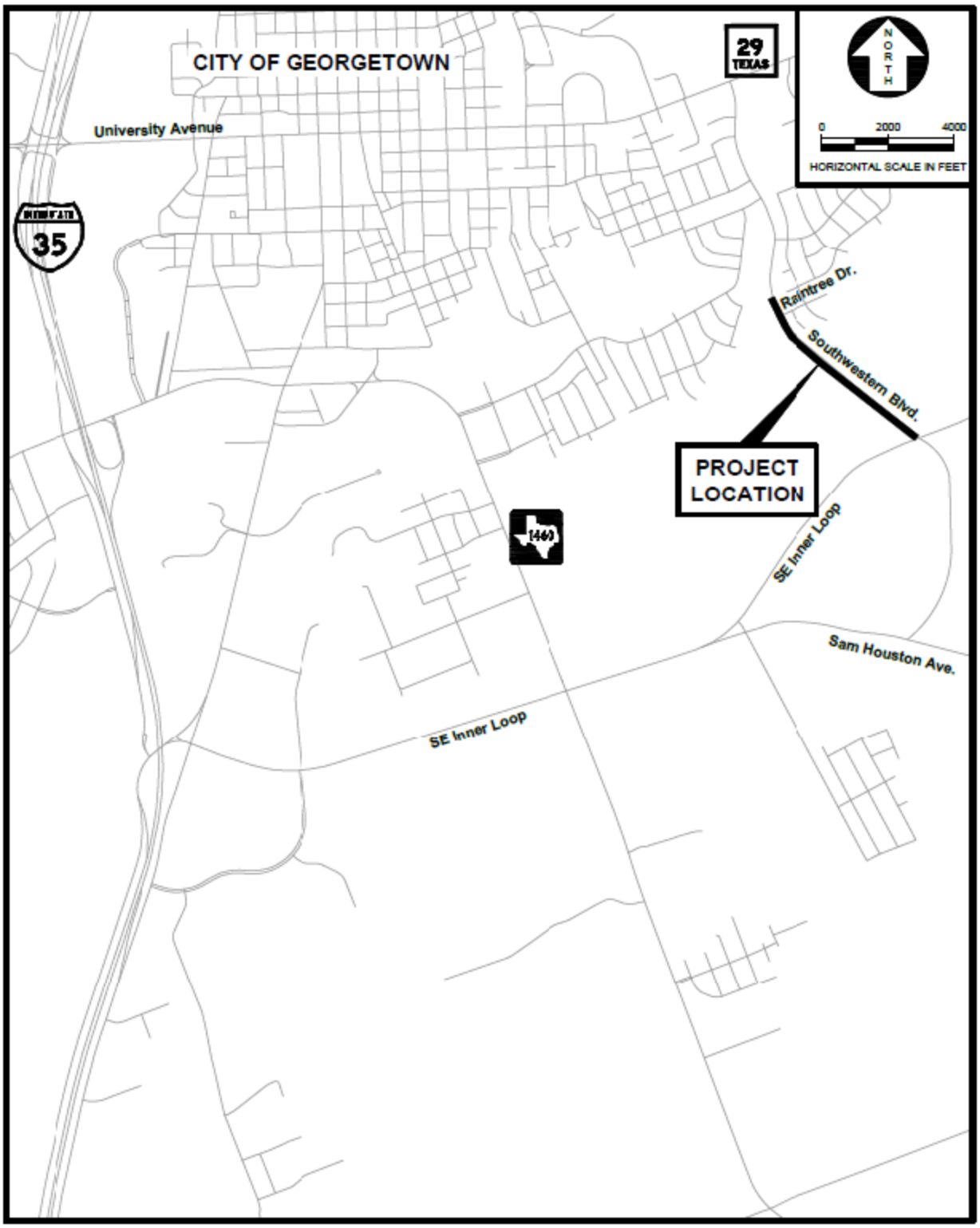


Exhibit D – SE Inner Loop Project

Exhibit E - County ROW Dedication

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

May 25, 2023

Surveyor's Field Notes for:

3.233 Acres, situated in the **William Addison Survey, Abstract 21,** Williamson County, Texas, being a portion of a called 179.2993 acre tract conveyed County Judge John Doefler, in his official capacity, and to his successors in the office of the County Judge of the County of Williamson of the State of Texas in Document No. 199975478, Official Public Records of Williamson County, Texas, and being more particularly described as follows:

Beginning at a ½" iron rod with aluminum cap stamped "COG ROW" found at the northeast corner of a called 0.481 acre tract conveyed to the City of Georgetown in Document No. 2011018248, of said official public records, being the southern line of Southwestern Boulevard, same being the eastern line of said 179.2993 acre tract, for the southeast corner of the herein described tract;

Thence, in a southerly direction, with the north line of said 0.481 acre tract, over and across said 179.2993 acre tract, **S 44°02'32" W., 63.75 feet,** *(Deed S 43°51'38" E., 63.74 feet – Doc. No. 2011018248),* to a ½" iron rod with aluminum cap stamped "COG ROW" found at the northwest corner of said 0.481 acre tract, for the southwest corner of the herein described tract, from which a ½" iron rod with aluminum cap stamped "COG ROW" found at the intersection of the southern line of said Southwestern Boulevard and the north line of S.E. Inner Loop, being a corner of a called 5.728 acre tract conveyed to the City of Georgetown in Document No. 2019065521, of said official public records, bears *S 44°46'14" E., 176.50 feet;*

Thence, in a northerly direction, the following courses and distances follow:

1. **N 50°19'26" W., 429.74 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
2. **N 49°41'54" W., 600.04 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
3. **N 49°37'29" W., 750.07 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
4. **N 48°43'18" W., 63.78 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
5. **N 49°06'52" W., 112.06 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
6. **N 46°06'27" W., 98.71 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
7. **N 42°31'03" W., 78.20 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
8. **N 40°07'39" W., 97.33 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
9. **N 36°24'47" W., 181.61 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
10. **N 36°40'11" W., 20.57 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
11. **N 33°05'47" W., 11.41 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
12. **N 26°59'16" W., 44.63 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
13. **N 24°34'42" W, 42.65 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
14. **N 22°38'56" W., 59.20 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
15. **N 17°05'21" W., 26.21 feet,** to a 5/8" iron rod with cap stamped "ACS" set;
16. **N 11°51'37" W., 89.04 feet,** to a 5/8" iron rod with cap stamped "ACS" set, for the northwest corner of the herein described tract;

Thence, in an easterly direction, **N 69°14'54" E., 8.64 feet,** to a mag nail set on the southwestern line of said Southwestern Boulevard, same being the eastern line of said 179.2993 acre tract, for the northeast corner of the herein described tract, from which a 5/8" iron rod found at a corner of said 179.2993 acre tract bears *N 24°35'20" W., 389.36 feet;*

Surveyor's Field Notes for 3.233 Acres cont.:

Thence, in a southerly direction, with the southwestern line of said Southwestern Boulevard, same being the eastern line of said 179.2993 acre tract, the following courses and distances follow:

1. **S 24°35'20" E., 319.52 feet,** *(Deed S 21°00'17" E., 717.82 feet),* to a ½" iron rod found;
2. **S 36°07'02" E., 104.48 feet,** *(Deed S 32°38' 17" E., 104.72 feet),* to a 5/8" iron rod found;
3. **S 43°33'31" E., 94.81 feet,** *(Deed S 40°10'34" E., 94.85 feet),* to a ½" iron rod found;
4. **S 50°05'40" E., 2175.25 feet,** *(Deed S 46°29'51" E., 2460.66 feet),* to the **Point of Beginning** and containing 3.233 Acres of Land.

Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

This metes and bounds description is to accompany a Surveyors Sketch of the herein described 3.233 acres of land.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

Surveyed May 25, 2023

ALL COUNTY SURVEYING, INC.
1-800-749-PLAT
TX. Firm Lic. No. 10023600
server/projects /pro230000/230600/230629/230629-ROW.doc

Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

5.25.2023

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

May 25, 2023

Surveyor's Field Notes for:

0.2252 Acre, situated in the **William Addison Survey, Abstract 21,** Williamson County, Texas, being a portion of a called 179.2993 acre tract conveyed County Judge John Doefler, in his official capacity, and to his successors in the office of the County Judge of the County of Williamson of the State of Texas in Document No. 199975478, Official Public Records of Williamson County, Texas, and being more particularly described as follows:

Commencing at a ½" iron rod found at a corner of said 179.2993 acre tract, being the southwestern line of Southwestern Boulevard;

Thence, in a northerly direction, with the eastern line of said 179.2993 acre tract, same being the southwestern line of said Southwestern Boulevard, *N 24°35'20" W., 319.52 feet,* to a mag nail set, from which a 5/8" iron rod found at a corner of said 179.2993 acre tract bears *N 24°35'20" W., 398.36 feet;*

Thence, over and across said 179.2993 acre tract, *S 69°14'54" W., 8.64 feet,* to a 5/8" iron rod with cap stamped "ACS" set, for the **Point of Beginning** and the northeast corner of the herein described tract;

Thence, in a southerly direction, the following courses and distances follow:

1. **S 11°51'37" E., 89.04 feet,** to a calculated point;
2. **S 17°05'21" E., 21.96 feet,** to a calculated point, for the southeast corner of the herein described tract;

Thence, in a generally westerly direction, the following courses and distances follow:

1. **N 63°33'54" W., 80.67 feet,** to a calculated point, for an interior corner of the herein described tract;
2. **S 68°42'42" W., 44.71 feet,** to a calculated point, for the most southerly southwest corner of the herein described tract;

Thence, in a northerly direction, the following courses and distances follow:

1. **N 38°32'00" W., 56.28 feet,** to a calculated point, for the most westerly southwest corner of the herein described tract;
2. **N 14°46'48" E., 50.00 feet,** to a calculated point, for the northwest corner of the herein described tract;

Thence, in an easterly direction, the following courses and distances follow:

1. **S 75°13'12" E., 74.24 feet,** to a calculated point, for an interior corner of the herein described tract;
2. **N 69°15'13" E., 42.41 feet,** to the **Point of Beginning** and containing 0.2252 Acre of Land.

Surveyor's Field Notes for 0.2252 Acre cont.:

Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

This metes and bounds description is to accompany a Surveyors Sketch of the herein described 0.2252 acre of land.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

Surveyed May 25, 2023

ALL COUNTY SURVEYING, INC.
1-800-749-PLAT
TX. Firm Lic. No. 10023600
server/projects /pro230000/230600/230629/230629-DE.doc

5.25.2023

Charles C. Lucko
Registered Professional Land Surveyor
Registration No. 4636

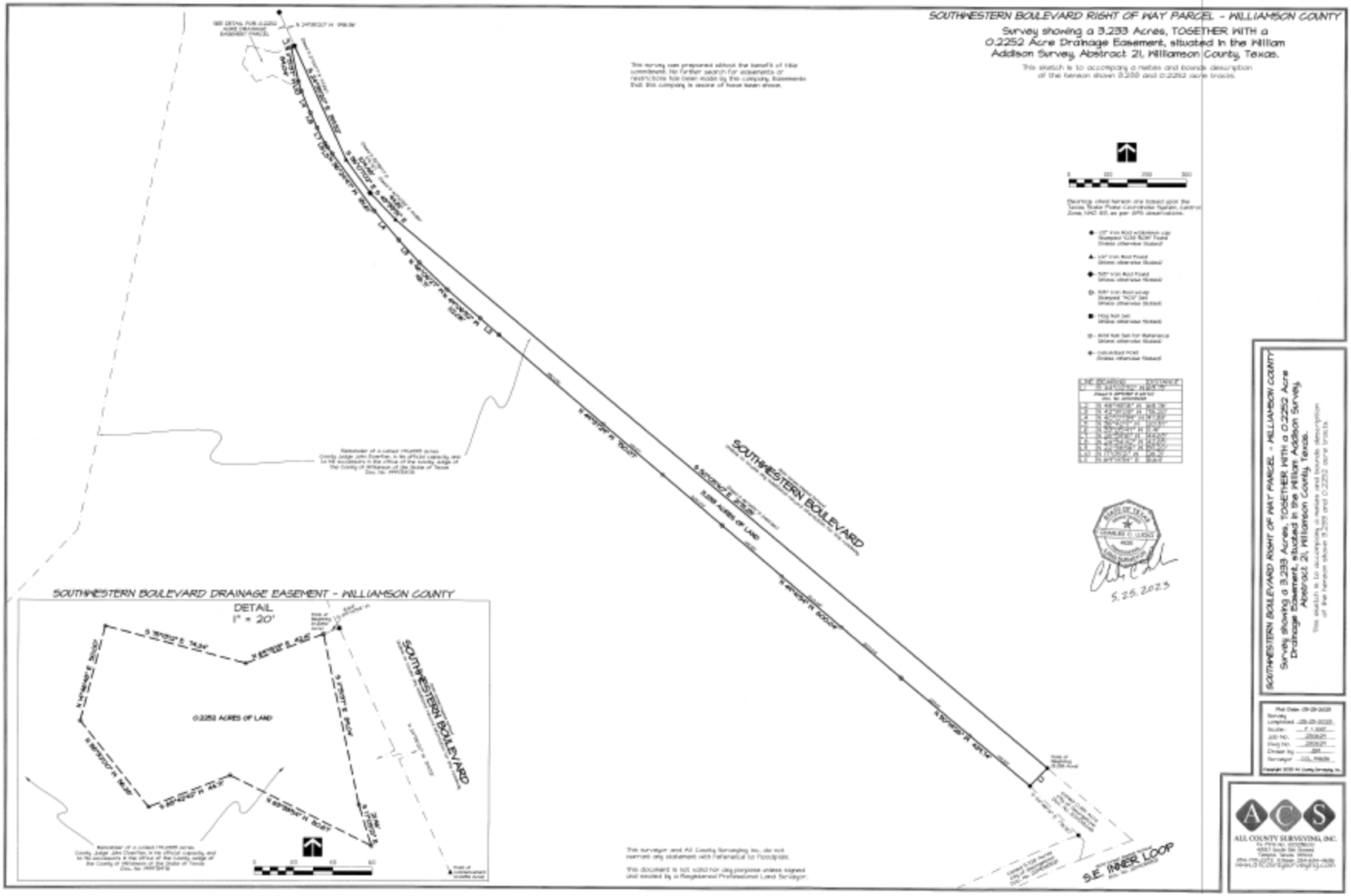

SOUTHWESTERN BOULEVARD RIGHT OF WAY PARCEL - WILLIAMSON COUNTY
Survey showing a 3.233 Acres, TOGETHER WITH a 0.2252 Acre Drainage Easement, situated in the William Addison Survey, Abstract 21, Williamson County, Texas.
This sketch is to accompany a metes and bounds description of the hereon shown 3.233 and 0.2252 acre tracts.
This survey was prepared without the benefit of title commitment. No further search for easements or restrictions has been made by this company. Easements that this company is aware of have been shown.
Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.
SOUTHWESTERN BOULEVARD
3.233 ACRES OF LAND
SOUTHWESTERN BOULEVARD DRAINAGE EASEMENT - WILLIAMSON COUNTY
DETAIL
1" = 20'
0.2252 ACRES OF LAND
SOUTHWESTERN BOULEVARD
S.E. INNER LOOP
Remainder of a called 176.0999 acres
County Judge John Doerfler, in his official capacity and to his successors in the office of the county judge of the County of Williamson of the State of Texas
Doc. No. 9499249
This surveyor and All County Surveying, Inc. do not warrant any statement with reference to floodplain.
This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.
CHARLES C. LUCAS
5.25.2023
SOUTHWESTERN BOULEVARD RIGHT OF WAY PARCEL - WILLIAMSON COUNTY
Survey showing a 3.233 Acres, TOGETHER WITH a 0.2252 Acre Drainage Easement, situated in the William Addison Survey, Abstract 21, Williamson County, Texas.
This sketch is to accompany a metes and bounds description of the hereon shown 3.233 and 0.2252 acre tracts
Plot Date: 09-29-2023
Survey Completed: 09-29-2023
Scale: 1" = 100'
Job No.: 2306121
Dwg No.: 2306121
Drawn by: SR
Surveyor: CCL, RMSR
Copyright 2023 All County Surveying, Inc.
ALL COUNTY SURVEYING, INC.
TX FIRM NO. 10128600
4550 South Rio Grande
Tampa, Texas 76541
254-779-2272 Texas 254-644-1626
AllCountySurveying@yahoo.com

Exhibit F – County ROW Dedication – Along Southeast Inner Loop

Exhibit G: City ROW Dedication

County: Williamson
Parcel: 14
Project: Corridor C

July 17, 2019

EXHIBIT____
PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 3.920 ACRE (170,732 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 33.16 ACRE TRACT OF LAND (EXHIBIT "C") DESCRIBED IN WARRANTY DEED TO THE CITY OF GEORGETOWN RECORDED IN DOCUMENT NO. 2004004043 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.920 ACRE (170,732 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod with plastic cap stamped "RPLS 1847" found in the existing southwesterly Right-of-Way (ROW) line of County Road (C.R.) 100 (50' ROW width), being the northeasterly corner of said 33.16 acre tract, same being the southeasterly corner of the remainder of that called 144.83 acre tract of land described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas;

THENCE, with the common boundary line of said 33.16 acre tract and said remainder of the 144.83 acre tract, S 73°13'22" W for a distance of 1559.80 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10207408.18, E=3160477.09 TxSPC Zone 4203) set 194.20 feet right of proposed Corridor C baseline station 251+82.17 in the proposed easterly ROW line of said Corridor C, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE**, departing said remainder of the 144.83 acre tract, through the interior of said 33.16 acre tract, with said proposed easterly ROW line, along a curve to the left, having a delta angle of **14°32'08"**, a radius of **2007.00** feet, passing at an arc distance of 434.16 feet an iron rod with aluminum cap stamped "REF WITNESS ROW 4933" set 195.18 feet right of proposed Corridor C baseline station 247+05.87 and continuing for an arc length of **509.16** feet and a chord which bears **S 21°14'26" W** for a distance of **507.79** feet to a calculated point 195.34 feet right of proposed Corridor C baseline station 246+23.56 in the southerly boundary line of said 33.16 acre tract, same being in the approximate centerline of Mankin's Branch, also being the northerly boundary line of the remainder of that called 134.4 acre Tract 2 described in Warranty Deed to J. A. Davidson Holdings, L.P. (undivided 1/2 interest) recorded in Document No. 2001027783 and also described in Executor's Distribution Deed to Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. (undivided 1/2 interest) recorded in Document No. 2001072772, both of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

THENCE, departing said proposed easterly ROW line, with the common boundary line of said remainder of Tract 2 and said 33.16 acre tract, with the record (Doc. No. 2004004043) meander lines of said Mankin's Branch, the following three (3) courses:

2) **N 64°45'37" W** for a distance of **43.92** feet to the calculated angle point;

3) **S 85°37'01" W** for a distance of **169.96** feet to a calculated angle point;

4) **S 76°42'03" W** for a distance of **202.77** feet to a calculated point 193.00 feet left of proposed Corridor C baseline station 244+96.00 in the proposed westerly ROW line of said Corridor C, for the southwesterly corner of the herein described tract;

THENCE, departing said remainder of Tract 2, same being the approximate centerline of said Mankin's Branch, through the interior of said 33.16 acre tract, with the proposed westerly ROW line of said Corridor C, the following three (3) courses:

5) Along a curve to the right, having a delta angle of **03°29'18"**, a radius of **2393.00** feet, an arc length of **145.69** feet and a chord which bears **N 12°30'58" E** for a distance of **145.67** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 246+29.94, for a point of non-tangency;

6) **N 75°44'23" W** for a distance of **30.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 223.00 feet left of proposed Corridor C baseline station 246+29.94, for the beginning of a non-tangent curve to the right;

7) Along said non-tangent curve to the right, having a delta angle of **05°05'35"**, a radius of **2423.00** feet, an arc length of **215.38** feet and a chord which bears **N 16°48'24" E** for a distance of **215.31** feet to an iron rod with aluminum cap stamped "ROW 4933" set 223.00 feet left of proposed Corridor C baseline station 248+25.50, being in the common boundary line of said 33.16 acre tract and said remainder of the 144.83 acre tract, for the northwesterly corner of the herein described tract, and from which, the calculated westerly corner of said 33.16 acre tract, same being an angle point in the southerly boundary line of said remainder of the 144.83 acre tract, same being in the northerly boundary line of said remainder of Tract 2, being in the approximate centerline of said Mankin's Branch bears S 73°13'22" W for a distance of 526.07 feet;

8) **THENCE,** departing said proposed westerly ROW line, with said common boundary line, **N 73°13'22" E** for a distance of **549.11** feet to the **POINT OF BEGINNING**, containing 3.920 acre, (170,732 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 3 DEC 2019

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

ATKINS/CORRIDOR C/PARCELS/COG-PARCEL 14.doc

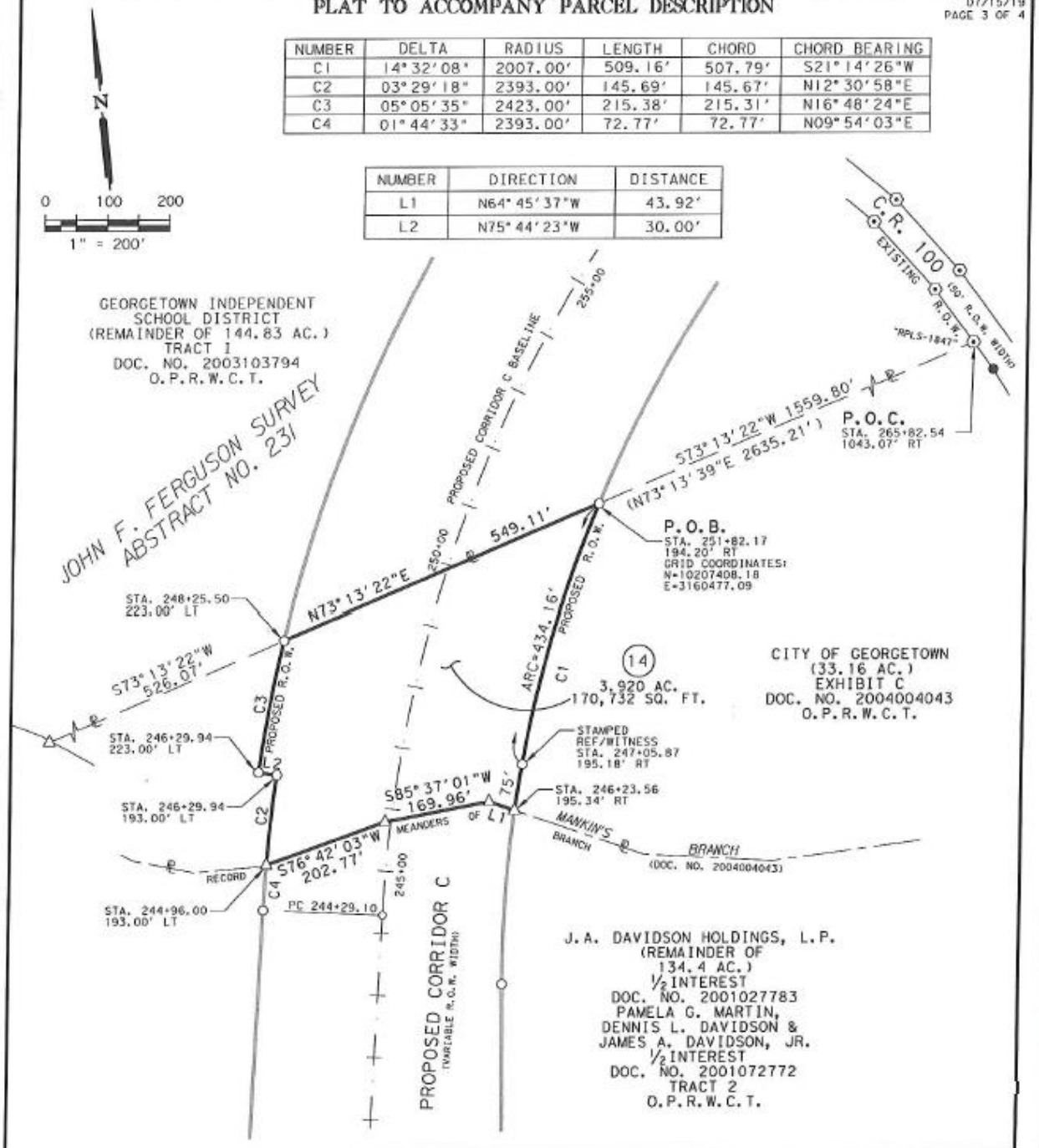
EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

07/15/19
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	14°32'08"	2007.00'	509.16'	507.79'	S21°14'26"W
C2	03°29'18"	2393.00'	145.69'	145.67'	N12°30'58"E
C3	05°05'35"	2423.00'	215.38'	215.31'	N16°48'24"E
C4	01°44'33"	2393.00'	72.77'	72.77'	N09°54'03"E

NUMBER	DIRECTION	DISTANCE
L1	N64°45'37"W	43.92'
L2	N75°44'23"W	30.00'



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

CITY OF GEORGETOWN

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 14

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

07/15/19
PAGE 4 OF 4

LEGEND

■ TXDOT TYPE I CONCRETE MONUMENT FOUND	℄ CENTER LINE
□ IRON ROD FOUND W/TXDOT ALUMINUM CAP	℞ PROPERTY LINE
● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	LINE BREAK
⛤ FENCE POST FOUND	LAND HOOK
△ CALCULATED POINT	P.O.B. POINT OF BEGINNING
○ IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C. POINT OF COMMENCEMENT
⊛ IRON PIPE FOUND	N.T.S. NOT TO SCALE
⊕ AXLE FOUND	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 DEC 2019

DATE:

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	3.920	170,732
CALC/DEED AREA	33.16	1,444,450
REMAINDER AREA	29.24	1,273,718

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

CITY OF GEORGETOWN

PARCEL 14

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

S:\WATKINS\CORRIDOR C\PARCELS\PARCEL 14-COG\PARCEL 14-COG.DGN

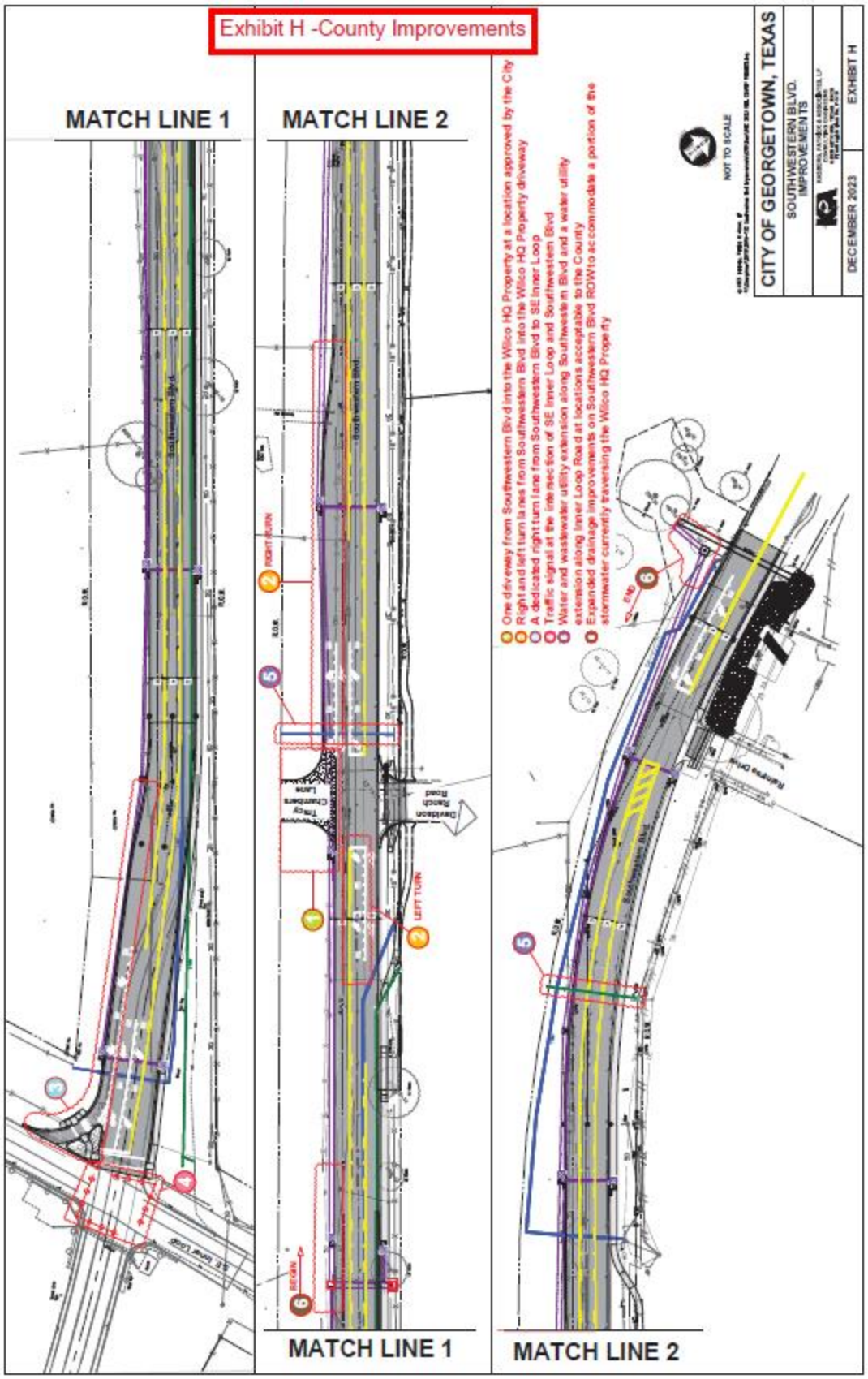


Exhibit H -County Improvements
MATCH LINE 1
MATCH LINE 2
MATCH LINE 1
MATCH LINE 2
One driveway from Southwestern Blvd into the Wilco HQ Property at a location approved by the City
Right and left turn lanes from Southwestern Blvd into the Wilco HQ Property driveway
A dedicated right turn lane from Southwestern Blvd to SE Inner Loop
Traffic signal at the intersection of SE Inner Loop and Southwestern Blvd
Water and wastewater utility extension along Southwestern Blvd and a water utility extension along Inner Loop Road at locations acceptable to the County
Expanded drainage improvements on Southwestern Blvd ROWto accommodate a portion of the stormwater currently traversing the Wilco HQ Property
NOT TO SCALE
CITY OF GEORGETOWN, TEXAS
SOUTHWESTERN BLVD. IMPROVEMENTS
DECEMBER 2023
EXHIBIT H

Commissioners Court - Regular Session **39.**

Meeting Date: 12/12/2023

Approval of Purchase of Panasonic In-Vehicle Video System from GTS Technology Solutions, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Purchase #202493 for Panasonic In-Vehicle Video Systems from GTS Technology Solutions, Inc. for law enforcement departments in the amount of $266,133.02, pursuant to cooperative DIR contract #DIR-CPO-4697.

Background

The approval of this purchase will benefit the Williamson County Sheriff's Department and the Williamson County Constables for Panasonic In-Vehicle Video Systems. Funding source is 01.0100.0503.005008 as per FY24 budget. The department point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTS Panasonic Video Systems

Form 1295 GTS Technology Solutions Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/06/2023 11:02 AM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 11:41 AM
Form Started By: Misty Brooks		Started On: 11/29/2023 09:10 AM
Final Approval Date: 12/06/2023		

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #: [redacted]
Date: 10/25/2023
Delivery Date:
Expire Date: 12/29/2023
Customer ID: [redacted]
Sales Contact: Jonathan Wey

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Scott Sizemore
SHIPPING TERMS		**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	WJ-VPU4000: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : VPU4000 RECORDING UNIT ONLY NOTE: MSRP $4500.00	DIR-CPO-4697	61.00	EACH	$3,014.89	$183,908.29
2	IPS-ICV4-256SSD: i-PRO ICV4000 256GB RUGGED SSD FOR VPU4000 W/PULL TAB, W/ AES ENCRYPTION. NOTE: MSRP $170.00	DIR-CPO-4697	74.00	EACH	$135.49	$10,026.26
3	WV-VCF41P: I-PRO ICV FRONT PANORAMIC 4K CAMERA WITH G-FORCE SENSOR, NOT INCLUDING ETHERNET CABLE. NOTE: MSRP $1720.00	DIR-CPO-4697	47.00	EACH	$1,238.45	$58,207.15
4	WV-VC35: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : ARBITRATOR IN-CAR AS-1 COMPATIBLE CAMERA NOTE: MSRP $1230.00	DIR-CPO-4697	14.00	EACH	$999.38	$13,991.32

Total Weight (EACH):	0	**Sales Total:**	$266,133.02
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$266,133.02

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1098944

Date Filed:
11/29/2023

Date Acknowledged:
11/29/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GTS Technology Solutions, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202493
Panasonic In-Vehicle System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grant , Laura	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1098944

Date Filed:
11/29/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GTS Technology Solutions, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202493
Panasonic In-Vehicle System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grant , Laura	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Diandra Ford Wing, and my date of birth is [redacted].

My address is 9211 Waterford Centre Blvd., Suite 275 (street), Austin (city), TX (state), 78758 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 29 day of November (month) 20 23 (year).

DocuSigned by:
[redacted]
F0A8085E64C764C0...
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **40.**

Meeting Date: 12/12/2023

P-540 - Jail Magistrate Court, Elevator, and Chiller Additions - Second Amended and Reinstated Contract

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Second Amended and Restated Contract for Construction between Williamson County and J.T. Vaughn Construction, LLC relating to the Jail Magistrate Court, Elevator and Chiller Additions Project (P540).

Background

This Second Amended and Restated Contract for General Construction is made to increase substantial completion date by 120 days to the original 270 days, and with an addition of 300 days for all work related to the elevator. Increase in Contract sum by $803,370.00, from $2,364,339.00 to $3,167,709.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Magistrate - P540 - AR2

P540 - Talex Project Manual

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/04/2023 01:50 PM
Facilities Management (Originator)	Christy Matoska	12/05/2023 08:23 AM
Hal Hawes	Hal Hawes	12/05/2023 08:30 AM
County Judge Exec Asst.	Becky Pruitt	12/05/2023 12:03 PM
Facilities Management (Originator)	Christy Matoska	12/07/2023 10:22 AM
Form Started By: Christy Matoska		Started On: 11/29/2023 10:41 AM
Final Approval Date: 12/07/2023		

SECOND AMENDED AND RESTATED CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Omnia – Contract Number R200107)

PROJECT:	**Jail Magistrate Court, Elevator, and Chiller Additions** ("Project")
GENERAL CONTRACTOR:	**J. T. Vaughn Construction, LLC** ("GC") Doug Boram, Senior Project Manager 6604 N. Lamar Austin, TX 78752
ARCHITECT/ ENGINEER:	**Talex, Inc.** ("A/E") Thomas R. Alexander, P.E. 763 Tumbleweed Tr Lockhart, TX 78644
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78641 / 78626

THIS SECOND AMENDED AND RESTATED CONTRACT FOR GENERAL CONSTRUCTION ("Second Amended Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

RECITALS

WHEREAS, County desires to retain a GC for the **renovation of the magistrate court and supporting spaces, plus the addition of a new elevator and new chiller at the Williamson County Jail** (hereinafter called the "Project");

WHEREAS, County and GC desire to amend and restate that original **Contract for Construction** ("Original Contract") being dated effective **August 31, 2021** and the **First Amended and Restated Contract for General Construction** ("Amended Contract") being dated effective **October 11, 2022,** wherein GC agreed to render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project;

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

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Second Amended Contract and all exhibits and attachments listed, contained, or referenced in this Second Amended 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 Second Amended Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Second Amended Contract, all of which form this Second Amended Contract and are as fully a part of this Second Amended Contract as if attached to this Second Amended Contract.

2.1.2
This Second Amended 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 Second Amended Contract, this Second Amended Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Second Amended Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and

supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the Work shall be started. GC shall achieve Substantial Completion for all aspects of the Work, not including elevator delivery and installation, within **One Hundred Twenty Days (120) calendar days** after the Notice to Proceed commencement date. For all Work relating the elevator, GC shall achieve Substantial Completion of the elevator Work within **Three Hundred Sixty Five (365) calendar days** after the Notice to Proceed commencement date. Such Substantial Completion dates may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion for all aspects of the Work, not including elevator delivery and installation, within **thirty (30) calendar days** of Substantial Completion of all aspects of the Work that is not related to the elevator delivery and installation. Unless otherwise specified in writing, GC shall achieve Final Completion for all Work relating the elevator within **thirty (30) calendar days** of Substantial Completion of the Work relating the elevator. The time set forth for completion of the work is an essential element of the Second Amended Contract.

3.2 LIQUIDATED DAMAGES
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Second Amended Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Second Amended Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Second Amended Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Three Million, One Hundred Sixty-Seven Thousand, Seven Hundred Nine Dollars ($ 3,167,709).** [1]

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

[1] The Contract Sum includes those payments previously paid to the GC by County under the Original Contract in the amount of $653,886.90.

5.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **concealed conditions revealed during the demolition process** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Fifty Thousand Dollars ($ 50,000)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.

In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this Second Amended Contract is as follows:

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

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

GC's Designated Representative for purposes of this Second Amended Contract is as follows:

J. T. Vaughn Construction, LLC ("GC")
Doug Boram, Senior Project Manager
6604 N. Lamar
Austin, TX 78752

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

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Second Amended Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with

the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Second Amended Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

GC: J. T. Vaughn Construction, LLC
~~6604 N. Lamar~~ 10355 WestPark Dr.
~~Austin, TX 78752~~ Houston, TX 77042

Attention: ~~Doug Boram~~ Danny Thompson
~~Senior Project Manager~~ Chief Executive Officer

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Second Amended Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW

This Second Amended 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 Second Amended Contract or the Project in which County is a party.

9.4 ASSIGNMENT

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Second Amended Contract. GC shall not assign this Second Amended Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Second Amended Contract.

9.5 OTHER PROVISIONS

9.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Second Amended Contract, which representations and warranties shall survive the execution and delivery of this Second Amended Contract, any termination of this Second Amended 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 Second Amended Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF SECOND AMENDED CONTRACT AND CONTRACT DOCUMENTS

10.1
This Second Amended Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Second Amended Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Second Amended Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Second Amended Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Second Amended Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Second Amended Contract and that he/she has full and complete authority to enter into this Second Amended Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Second Amended Contract.

IN WITNESS WHEREOF, County has caused this Second Amended 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 SECOND AMENDED CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
J. T. Vaughn Construction, LLC

By: _____
Signature

Danny Thompson
Printed Name

Chief Executive Offic
Title

Date Signed: 11/07/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Attach Design Documents below:

WILLIAMSON COUNTY
JAIL RENOVATIONS
306 W. 4TH ST.
GEORGETOWN, TX 78626

SHEET INDEX

GENERAL

G-100 - COVER SHEET
G-101 - ADA STANDARDS
G-102 - ADA STANDARDS
G-103 - ADA STANDARDS
G-104 - ADA STANDARDS

ARCHITECTURE

A-001 - GENERAL ABBREVIATIONS AND NOTES
A-002 - SPECIFICATIONS
A-110 - FLOOR PLAN - DEMOLITION
A-111 - FLOOR PLAN - PROPOSED
A-112 - FLOOR PLAN - PROPOSED ENLARGED
A-120 - REFLECTED CEILING PLANS
A-401 - INTERIOR ELEVATIONS
A-501 - PROJECT DETAILS
A-510 - PROJECT DETAILS
A-530 - DOOR DETAILS
A-540 - WINDOW DETAILS
A-601 - DOOR SCHEDULE AND WINDOW TYPES
A-610 - FINISH SCHEDULE
A-701 - MILLWORK

MEP

M0.1N - MECHANICAL PLAN 1st FLOOR - DEMO
M1.1N - MECHANICAL PLAN 1st FLOOR - PROPOSED
M5.1 - MECHANICAL DETAILS
M5.2 - MECHANICAL DETAILS
M5.3 - MECHANICAL DETAILS
M6.1 - MECHANICAL SCHEDULES
E0.1N - ELECTRICAL PLAN 1st FLOOR - DEMO
E1.1N - LIGHTING PLAN 1st FLOOR - PROPOSED
E2.1N - ELECTRICAL PLAN 1st FLOOR - PROPOSED
P0.1N - PLUMBING PLAN 1st FLOOR - DEMO
P1.1N - PLUMBING PLAN 1st FLOOR - PROPOSED
P6.1 - PLUMBING SCHEDULES

SECURITY & FIRE ALARM

F1.1N - FIRE SAFETY PLAN 1st FLOOR - DEMO & PROPOSED
S1.1N - SECURITY PLAN 1st FLOOR - DEMO & PROPOSED

LOCAL MAP

PRIME A/E & MEP FIRM

TAIER inc, engineers
Texas Firm F-3271
Ph: 512.451.6579

ARCHITECTURAL FIRM

CP&Y an STV Company
OFFICE 254-772-0272 ■ 200 WEST STATE HWY 6
SUITE 620 ■ WACO, TEXAS 76712

TAIER inc, engineers
Texas Firm F-3271
Ph: 512.451.6579

STATE OF TEXAS
Thomas R. Alexander
43139
REGISTERED
PROFESSIONAL ENGINEER

CP&Y an STV Company
OFFICE 254-772-0272 ■ 200 WEST STATE HWY 6
SUITE 620 ■ WACO, TEXAS 76712

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION

PROJECT NO: 20513
DRAWN BY: SR
DESIGNED BY: OV
CHECKED BY: TA

100% CONSTRUCTION DOCUMENTS

SHEET TITLE
COVER SHEET

G-100
SHEET

2010 ADA Standards for Accessible Design
for Public Accommodations and Commercial Facilities Title III

CHAPTER 3: BUILDING BLOCKS

301 General.
301.1 Scope. The provisions of Chapter 3 shall apply where required by Chapter 2 or where referenced by a requirement in this document.

302 Floor or Ground Surfaces
302.1 General. Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with 302.
EXCEPTIONS:
1. Within animal containment areas, floor and ground surfaces shall not be required to be stable, firm, and slip resistant.
2. Areas of sport activity shall not be required to comply with 302.

302.2 Carpet. Carpet or carpet tile shall be securely attached and shall have a firm cushion, pad, or backing or no cushion or pad. Carpet or carpet tile shall have a level loop, textured loop, level cut pile, or level cut/uncut pile texture. Pile height shall be 1/2 inch (13 mm) maximum. Exposed edges of carpet shall be fastened to floor surfaces and shall have trim on the entire length of the exposed edge. Carpet edge trim shall comply with 303.

Figure 302.2 Carpet Pile Height

302.3 Openings. Openings in floor or ground surfaces shall not allow passage of a sphere more than 1/2 inch (13 mm) diameter except as allowed in 407.4.3, 409.4.1, 410.4, 810.5.3 and 810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.

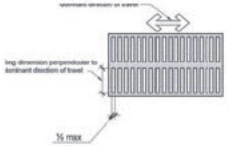


Figure 302.3 Elongated Openings in Floor or Ground Surfaces

303 Changes in Level
303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.
EXCEPTIONS:
1. Animal containment areas shall not be required to comply with 303.
2. Areas of sport activity shall not be required to comply with 303.

303.2 Vertical. Changes in level of 1/4 inch (6.4 mm) high maximum shall be permitted to be vertical.

Figure 303.2 Vertical Change in Level

303.3 Beveled. Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

Figure 303.3 Beveled Change in Level

303.4 Ramps. Changes in level greater than 1/2 inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

304 Turning Space
304.1 General. Turning space shall comply with 304.

304.2 Floor or Ground Surfaces. Floor or ground surfaces of a turning space shall comply with 302. Changes in level are not permitted.
EXCEPTIONS: Slopes not steeper than 1:48 shall be permitted.

304.3 Size. Turning space shall comply with 304.3.1 or 304.3.2.

304.3.1 Circular Space. The turning space shall be a space of 60 inches (1525 mm) diameter minimum. The space shall be permitted to include knee and toe clearance complying with 306.

304.3.2 T-Shaped Space. The turning space shall be a T-shaped space within a 60 inch (1525 mm) square minimum with arms and base 36 inches (915 mm) wide minimum. Each arm of the T shall be clear of obstructions 12 inches (305 mm) minimum in each direction and the base shall be clear of obstructions 24 inches (610 mm) minimum. The space shall be permitted to include knee and toe clearance complying with 306 at the end of either the base or one arm.

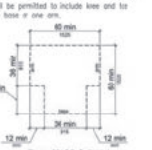


Figure 304.3.2 T-Shaped Turning Space

304.4 Door Swing. Doors shall be permitted to swing into turning spaces.

305 Clear Floor or Ground Space
305.1 General. Clear floor or ground space shall comply with 305.

305.2 Floor or Ground Surfaces. Floor or ground surfaces of a clear floor or ground space shall comply with 302. Changes in level are not permitted.
EXCEPTION: Slopes not steeper than 1:48 shall be permitted.

305.3 Size. The clear floor or ground space shall be 30 inches (760 mm) minimum by 48 inches (1220 mm) minimum.

Figure 305.3 Clear Floor or Ground Space

304.4 Knee and Toe Clearance. Unless otherwise specified, clear floor or ground space shall be permitted to include knee and toe clearance complying with 306.

305.5 Position. Unless otherwise specified, clear floor or ground space shall be positioned for either forward or parallel approach to an element.

305.6 Approach. One full unobstructed side of the clear floor or ground space shall adjoin an accessible route or adjoin another clear floor or ground space.

Figure 305.5 Position of Clear Floor or Ground Space

305.7 Maneuvering Clearance. Where a clear floor or ground space is located in an alcove or otherwise confined on all or part of three sides, additional maneuvering clearance shall be provided in accordance with 305.7.1 and 305.7.2.

305.7.1 Forward Approach. Alcoves shall be 36 inches (915 mm)wide minimum when the depth exceeds 24 inches (610 mm).

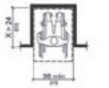


Figure 305.7.1 Maneuvering Clearance in an Alcove, Forward Approach

305.7.2 Parallel Approach. Alcoves shall be 60 inches (1525 mm) wide minimum where the depth exceeds 15 inches (380 mm).

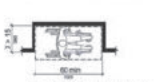


Figure 305.7.2 Maneuvering Clearance in an Alcove, Parallel Approach

306 Knee and Toe Clearance
306.1 General. Where space beneath an element is included as part of clear floor or ground space or turning space, the space shall comply with 306. Additional space shall not be prohibited beneath an element but shall not be considered as part of the clear floor or ground space or turning space.

306.2 Toe Clearance.
306.2.1 General. Space under an element between the finish floor or ground and 9 inches (230 mm) above the finish floor or ground shall be considered toe clearance and shall comply with 306.2.

306.2.2 Maximum Depth. Toe clearance shall extend 25 inches (635 mm) maximum under an element.

306.2.3 Minimum Required Depth. Where toe clearance is required at an element as part of a clear floor space, the toe clearance shall extend 17 inches (430 mm) minimum under the element.

306.2.4 Additional Clearance. Space extending greater than 6 inches (150 mm) beyond the available knee clearance at 9 inches (230 mm) above the finish floor or ground shall not be considered toe clearance.

306.3 Knee Clearance.
306.3.1 General. Space under an element between 9 inches (230 mm) and 27 inches (685 mm) above the finish floor or ground shall be considered knee clearance and shall comply with 306.3.

Figure 306.3 Toe Clearance

306.3.2 Maximum Depth. Knee clearance shall extend 25 inches (635 mm) maximum under an element at 9 inches (230 mm) above the finish floor or ground.

306.3.3 Minimum Required Depth. Where knee clearance is required under an element as part of a clear floor space, the knee clearance shall be 11 inches (280 mm) deep minimum at 9 inches (230 mm) above the finish floor or ground, and 8 inches (205 mm) deep minimum at 27 inches (685 mm) above the finish floor or ground.

306.3.4 Clearance Reduction. Between 9 inches (230 mm) and 27 inches (685 mm) above the finish floor or ground, the knee clearance shall be permitted to reduce at a rate of 1 inch (25 mm) in depth for each 6 inches (150 mm) in height.

306.3.5 Width. Knee clearance shall be 30 inches (760 mm) wide minimum.

307 Protruding Objects
307.1 General. Protruding objects shall comply with 307.

307.2 Protrusion Limits. Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.
EXCEPTION: Handrails shall be permitted to protrude 4 1/2 inches (115 mm) maximum.

Figure 304.3 Knee Clearance

307.3 Post-Mounted Objects. Free-standing objects mounted on posts or pylons shall overhang circulation paths 12 inches (305 mm) maximum when located 27 inches (685 mm) minimum and 80 inches (2030 mm) maximum above the finish floor or ground. Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches (305 mm), the lowest edge of such sign or obstruction shall be 27 inches (685 mm) minimum or 80 inches (2030 mm) minimum above the finish floor or ground.
EXCEPTION: The sloping portions of handrails serving stairs and ramps shall not be required to comply with 307.3.

Figure 307.2 Limits of Protruding Objects

307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground.
EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.

Figure 307.3 Post-Mounted Protruding Objects

307.5 Required Clear Width. Protruding objects shall not reduce the clear width required for accessible routes.

308 Reach Ranges
308.1 General. Reach ranges shall comply with 308.

308.2 Forward Reach.

308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

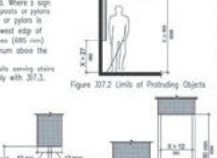


Figure 307.4 Vertical Clearance

Children's Reach Ranges		
Forward or Side Reach	High (maximum)	Low (minimum)
Ages 3 and 4	36 in (915 mm)	21 in (510 mm)
Ages 5 through 8	40 in (1015 mm)	18 in (455 mm)
Ages 9 through 12	44 in (1120 mm)	16 in (405 mm)

Figure 308.2.1 Unobstructed Forward Reach

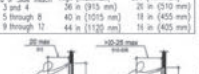


Figure 308.2.2 Obstructed High Forward Reach

308.2.2 Obstructed High Reach. Where a high forward reach is over an obstruction, the clear floor space shall extend beneath the element for a distance not less than the required reach depth over the obstruction. The high forward reach shall be 48 inches (1220 mm) maximum where the reach depth is 20 inches (510 mm) maximum. Where the reach depth exceeds 20 inches (510 mm), the high forward reach shall be 44 inches (1120 mm) maximum and the reach depth shall be 25 inches (635 mm) maximum.

308.3 Side Reach.
308.3.1 Unobstructed. Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches (1220 mm) maximum and the low side reach shall be 15 inches (380 mm) minimum above the finish floor or ground.
EXCEPTIONS:
1. An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches (255 mm) maximum.
2. Operable parts of fuel dispensers shall be permitted to be 54 inches (1370 mm) maximum measured from the surface of the vehicular way where fuel dispensers are installed on existing curbs.

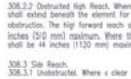


Figure 308.3.1 Unobstructed Side Reach

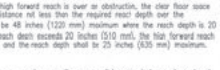


Figure 308.3.2 Obstructed High Side Reach

308.3.2 Obstructed High Reach. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches (865 mm) maximum and the depth of the obstruction shall be 24 inches (610 mm) maximum. The high side reach shall be 48 inches (1220 mm) maximum for a reach depth of 10 inches (255 mm) maximum. Where the reach depth exceeds 10 inches (255 mm), the high side reach shall be 46 inches (1170 mm) maximum for a reach depth of 24 inches (610 mm) maximum.

308.3.2 EXCEPTIONS:
1. The top of washing machines and clothes dryers shall be permitted to be 36 inches (915 mm) maximum above the finish floor.
2. Operable parts of fuel dispensers shall be permitted to be 54 inches (1370 mm) maximum measured from the surface of the vehicular way where fuel dispensers are installed in existing curbs.

309 Operable Parts
309.1 General. Operable parts shall comply with 309.

309.2 Clear Floor Space. A clear floor or ground space complying with 305 shall be provided.

309.3 Height. Operable parts shall be placed within one or more of the reach ranges specified in 308.

309.4 Operation. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.
EXCEPTION: Self-closing fire valves and smoke dampers shall not be required to provide operable parts that have an activating force of 15 pounds (22.2 N) maximum.

CHAPTER 4: ACCESSIBLE ROUTES

401 General.
401.1 Scope. The provisions of Chapter 4 shall apply where required by Chapter 2 or where referenced by a requirement in this document.

402 Accessible Routes
402.1 General. Accessible routes shall comply with 402.

402.2 Components. Accessible routes shall consist of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding the flared sides, elevators, and platform lifts. All components of an accessible route shall comply with the applicable requirements of Chapter 4.

405 Walking Surfaces
405.1 General. Walking surfaces that are a part of an accessible route shall comply with 403.

403.2 Floor or Ground Surface. Floor or ground surfaces shall comply with 302.
403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.
403.4 Changes in Level. Changes in level shall comply with 303.

403.5 Clearances. Walking surfaces shall provide clearances complying with 403.5.
EXCEPTION: Within employee work areas, clearances on common use circulation paths shall be permitted to be decreased by work area equipment provided that the decrease is essential to the function of the work being performed.

403.5.1 Clear Width. Except as provided in 403.5.2 and 403.5.3, the clear width of walking surfaces shall be 36 inches (915 mm) minimum.
EXCEPTION: The clear width shall be permitted to be reduced to 32 inches (815 mm) minimum for a length of 24 inches (610 mm) maximum provided that reduced width segments are separated by segments that are 48 inches (1220 mm) long minimum and 36 inches (915 mm) wide minimum.

403.5.2 Clear Width at Turn. Where the accessible route makes a 180 degree turn around an element which is less than 48 inches (1220 mm) wide, clear width shall be 42 inches (1065 mm) minimum approaching the turn, 48 inches (1220 mm) minimum at the turn and 42 inches (1065 mm) minimum leaving the turn.
EXCEPTION: Where the clear width of the turn is 60 inches (1525 mm) minimum compliance with 403.5.2 shall not be required.

Figure 403.5.1 Clear Width of an Accessible Route

403.5.3 Passing Spaces. An accessible route with a clear width less than 60 inches (1525 mm) shall provide passing spaces at intervals of 200 feet (61 m) maximum. Passing spaces shall be either: a space 60 inches (1525 mm) minimum by 60 inches (1525 mm) minimum; or, an intersection of two walking surfaces providing a T-shaped space complying with 304.3.2 where the base and arms of the T-shaped space extend 48 inches (1220 mm) minimum beyond the intersection.

Figure 405.5.2 Clear Width at Turn

403.6 Handrails. Where handrails are provided along walking surfaces with running slopes not steeper than 1:20 they shall comply with 505.

404 Doors, Doorways, and Gates
404.1 General. Doors, doorways, and gates that are part of an accessible route shall comply with 404.
EXCEPTION: Doors, doorways, and gates designed to be operated only by security personnel shall not be required to comply with 404.2.7, 404.2.8, 404.2.9, 404.3.2 and 404.3.4 through 404.3.7.
404.2 Manual Doors, Doorways, and Manual Gates. Manual doors and doorways and manual gates intended for user passage shall comply with 404.2.

404.2.1 Revolving Doors, Gates, and Turnstiles. Revolving doors, revolving gates, and turnstiles shall not be part of an accessible route.

404.2.2 Doors, Doorways, and Gates. Doors, doorways, and gates that are part of an accessible route shall comply with 404.2.3 and 404.2.4.

404.2.3 Clear Width. Door openings shall provide a clear width of 32 inches (815 mm) minimum. Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. Openings more than 24 inches (610 mm) deep shall provide a clear opening of 36 inches (915 mm) minimum. There shall be no projections into the required clear opening with lower than 34 inches (865 mm) above the finish floor or ground. Projections into the clear opening with between 34 inches (865 mm) and 80 inches (2030 mm) above the finish floor or ground shall not exceed 4 inches (100 mm).
EXCEPTIONS: 1. In alterations, a projection of 5/8 inch (16 mm) maximum into the required clear width shall be permitted for the latch side stop.
2. Door closers and door stops not be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.

404.2.4 Maneuvering Clearances. Minimum maneuvering clearances at doors and gates shall comply with 404.2.4. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance.
EXCEPTION: Entry doors to hospital patient rooms shall not be required to provide the clearance beyond the latch side of the door.

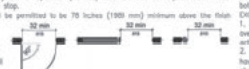


Figure 404.2.2 Clear Width of Doorways

404.2.4.1 Swinging Doors and Gates. Swinging doors and gates shall have maneuvering clearances complying with Table 404.2.4.1. as illustrated on Figures 404.2.4.1)

Figure 404.2.4.1 Maneuvering Clearances at Manual Swinging Doors and Gates

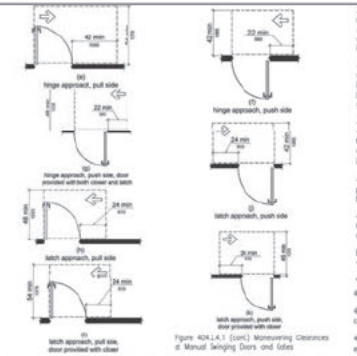


Figure 404.1.1 (cont.) Maneuvering Clearances at Manual Swinging Doors and Gates

404.1.4.2 Doorways without Doors or Gates, Sliding Doors, and Folding Doors. Doorways less than 36 inch (915 mm) wide without doors or gates, sliding doors, or folding doors shall have maneuvering clearances complying with Table 404.2.4.2. (as illustrated on Figure 404.2.4.2)

404.4.3 Recessed Doors and Gate. Maneuvering clearances for forward approach shall be provided when any obstruction within 18 inches (455 mm) of the latch side of a doorway projects more than 8 inches (205 mm) beyond the face of the door, measured perpendicular to the face of the door or gate.

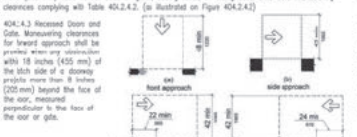


Figure 404.2.4.2 Maneuvering Clearances at Doorways without Doors, Sliding Doors, Gates, and Folding Doors

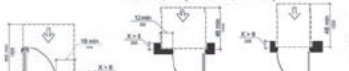


Figure 404.2.4.3 Maneuvering Clearances at Recessed Doors and Gates

404.2.4.4 Floor or Ground Surface. Floor or ground surface within required maneuvering clearances shall comply with 302. Changes in level are not permitted.
EXCEPTIONS:
1. Slopes not steeper than 1:48 shall be permitted.
2. Changes in level of 1/4 inch (6 mm) maximum complying with 404.2.5 shall be permitted.

404.2.5 Thresholds. Thresholds, if provided at doorways, shall be 1/2 inch (13 mm) high maximum. Raised thresholds and changes in level at doorways shall comply with 302 and 303.
EXCEPTIONS: 1. Existing or altered thresholds 3/4 inch (19 mm) high maximum that have a beveled edge on each side with a slope not steeper than 1:2 shall not be required to comply with 404.2.5.

404.2.6 Doors in Series and Gates in Series. The distance between two hinged or pivoted doors in series and doors in series shall be at least 48 inches (1220 mm) minimum plus the width of doors or gates swinging into the space.

Figure 404.2.6 Doors in Series and Gates in Series

404.2.7 Door and Gate Hardware. Handles, pulls, latches, locks, and other operable parts on doors and gates shall comply with 309.4. Operable parts of such hardware shall be 34 inches (865 mm) minimum and 48 inches (1220 mm) maximum above the finish floor or ground. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides.
EXCEPTIONS:
1. Existing locks shall be permitted in any location at existing glazed doors without stiles, existing overhead rolling doors or grilles, and similar existing doors or gates that are designed with locks that are actuated only at the top or bottom rail.
2. Access gates in barrier walls and fences protecting pools, spas, and hot tubs shall be permitted to have operable parts of the release of latch on self-latching devices at 54 inches (1370 mm) maximum above the finish floor or ground provided the self-latching device are not also self-locking devices and operated by means of a key, electronic opener, or integral combination lock.

404.2.8 Closing Speed. Door and gate closing speed shall comply with 404.2.8.

404.2.8.1 Door Closers and Gate Closers. Door closers and gate closers shall be adjusted so that from an open position of 90 degrees, the time required to move the door to a position of 12 degrees from the latch is 5 seconds minimum.

404.2.8.2 Spring Hinges. Door and gate spring hinges shall be adjusted so that from the open position of 70 degrees, the door or gate shall move to the closed position in 1.5 seconds minimum.

404.2.9 Door and Gate Opening Force. Fire doors shall have a minimum opening force allowable by the appropriate administrative authority. The force for swinging or sliding doors or gates that are designed with locks that are doors shall be as follows:
1. Interior hinged doors and gates: 5 pounds (22.2 N) maximum.
2. Sliding or folding doors: 5 pounds (22.2 N) maximum.
These forces do not apply to the force required to retract latch bolts or disengage other devices that hold the door or gate in a closed position.

404.2.10 Door and Gate Surfaces. Swinging door and gate surfaces within 10 inches (255 mm) of the finish floor or ground measured vertically shall have a smooth surface on the push side extending the full width of the door or gate. Ports creating horizontal or vertical joints in these surfaces shall be within 1/16 inch (1.6 mm) of the same plane as the other. Cavities created by added kick plates shall be capped.
EXCEPTIONS:
1. Sliding doors shall not be required to comply with 404.2.10.
2. Tempered glass doors without stiles and having a bottom rail or shoe with the top leading edge tapered at 60 degrees minimum from the horizontal shall not be required to meet the 10 inch (255 mm) bottom smooth surface height requirement.

3 Doors and gates that do not extend to within 10 inches (255 mm) of the finish floor or ground shall not be required to comply with 404.2.10.
4 Existing doors and gates without smooth surfaces within 10 inches (25 mm) of the finish floor or ground shall not be required to provide smooth surfaces complying with 404.2.10 provided that if added kick plates are installed, cavities created by such kick plates are capped

404.2.11 Vision Lights. Doors, gates, and side lights adjacent to doors or gates, containing one or more glazing panels that permit viewing through the panels shall have the bottom of at least one glazed panel located 43 inches (1090 mm) maximum above the finish floor.
EXCEPTION: Vision lights with the lowest part more than 66 inches (1675mm) from the finish floor or ground shall not be required to comply with 404.2.11.

404.3 Automatic and Power-Assisted Doors and Gates. Automatic doors and automatic gates shall comply with ANSI/BHMA A156.10 (1997 or 2002 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1). Low-energy and power-assisted doors shall comply with ANSI/BHMA A156.19 (1997 or 2002 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1).

404.3.1 Clear Width. Doorways shall provide a clear opening of 32 inches (815 mm) minimum in power-on and power-off mode. The minimum clear width for automatic door systems in a doorway shall be based on the clear opening provided by all leaves in the open position.

404.3.2 Maneuvering Clearances. Clearances at power-assisted doors and gates shall comply with 404.2.4. Clearances at automatic doors and gates without standby power and serving an accessible means of egress shall comply with 404.2.4.

EXCEPTION: Where automatic doors and gates remain open in the power-off condition, compliance with 404.2.4 shall not be required.

404.3.3 Threshold. Thresholds at doorways shall comply with 404.2.5.

404.3.4 Doors in Series and Gates in Series. Doors in series and gates in series shall comply with 404.2.6.

404.3.5 Controls. Manually operated controls shall comply with 309. The clear door space adjacent to the control shall be located beyond the arc of the door swing.

404.3.6 Break Out Opening. Where doors and gates without standby power are a part of a means of egress, the clear width and operating or swinging or sliding doors and gates shall be 32 inches (815 mm) minimum when operated in emergency mode.
EXCEPTION: Where manual swinging doors and gates comply with 404.2 and serve the same means of egress compliance with 404.3.6 shall not be required.

404.3.7 Revolving Doors, Revolving Gates, and Turnstiles. Revolving doors, revolving gates, and turnstiles shall not be part of an accessible route.

405 Ramps
405.1 General. Ramps on accessible routes shall comply with 405.
EXCEPTION: In assembly areas, aisle ramps adjacent to seating and not serving elements required to be on an accessible route shall not be required to comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.
EXCEPTION: In existing sites, buildings, and facilities, ramps shall be permitted to have running slopes steeper than 1:12 complying with Table 405.2 where such slopes are necessary due to space limitations.

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities	
Slope (A slope steeper than 1:8 is prohibited.)	Maximum Rise
Steeper than 1:10 but not steeper than 1:8	3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10	6 inches (150 mm)

405.3 Cross Slope. Cross slope of ramp runs shall not be steeper than 1:48.

405.4 Floor or Ground Surfaces. Floor or ground surfaces of ramp runs shall comply with 302. Changes in level other than the running slope and cross slope are not permitted on ramp runs.

405.5 Clear Width. The clear width of a ramp run and, where handrails are provided, the clear width between handrails shall be 36 inches (915 mm) minimum.
EXCEPTION: Within employee work areas, the required clear width of ramps that are a part of common use circulation paths shall be permitted to be decreased by work area equipment provided that the decrease is essential to the function of the work being performed.

405.6 Rise. The rise for any ramp run shall be 30 inches (760 mm) maximum.

405.7 Landings. Ramps shall have landings at the top and the bottom of each ramp run. Landings shall comply with 405.7.

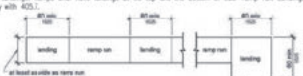


Figure 405.7 Ramp Landings

EXCEPTION: Slopes not steeper than 1:48 shall be permitted.

405.7.2 Width. The landing clear width shall be at least as wide as the widest ramp run leading to the landing.

405.7.3 Length. The landing clear length shall be 60 inches (1525 mm) long minimum.

405.7.4 Change in Direction. Ramps that change direction between runs at landings shall have a clear landing 60 inches (1525 mm) minimum by 60 inches (1525 mm) minimum.

405.7.5 Doorways. Where doorways are located adjacent to a ramp landing, maneuvering clearances required by 404.2.4 and 404.3.2 shall be permitted to overlap the required landing area.

405.8 Handrails. Ramp runs with a rise greater than 6 inches (150 mm) shall have handrails complying with 505.
EXCEPTION: Within employee work areas, handrails shall not be required where ramps that are part of common use circulation paths are designed to permit the installation of handrails complying with 505. Ramps not subject to the exception in 405.8 shall be designed to maintain a 36 inch (915 mm) minimum clear width when handrails are installed.

405.9 Edge Protection. Edge protection complying with 405.9.1 or 405.9.2 shall be provided on each side of ramp runs and at each side of ramp landings.
EXCEPTION: Edge protection shall not be required on ramps that are not required to have handrails and ramp sides complying with 406.5.
2. Edge protection shall not be required on the sides of ramp landings serving an adjoining ramp run or stairway.
3. Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of 1/2 inch (13 mm) maximum within 10 inches (255 mm) horizontally of the minimum landing area specified in 405.7.

405.9.1 Extended Floor or Ground Surface. The floor or ground surface of a ramp run or ramp landing shall extend 12 inches (305 mm) minimum beyond the inside face of a handrail complying with 505.

405.9.2 Curb or Barrier. A curb or barrier shall be provided that prevents the passage of a 4 inch (100 mm) diameter sphere, where any portion of the sphere is within 4 inches (100 mm) of the finish floor or ground surface.

Figure 405.9.1 Extended Floor or Ground Surface Edge Protection

Figure 405.9.2 Curb or Barrier Edge Protection

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GEORGETOWN, TX 78626

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DESIGNED BY:		DV
CHECKED BY:		DV

100% CONSTRUCTION DOCUMENTS

SHEET TITLE
ADA STANDARDS

G-101

SHEET 1 OF 4

2010 ADA Standards for Accessible Design
for Public Accommodations and Commercial Facilities: Title III

CHAPTER 4: ACCESSIBLE ROUTES (cont.)

405.10 Wet Conditions. Landings subject to wet conditions shall be designed to prevent the accumulation of water.

406 Curb Ramps

406.1 General. Curb ramps on accessible routes shall comply with 406, 405.2 through 405.5, and 405.10.

406.2 Counter Slope. Counter slopes of adjoining gutters and road surfaces immediately adjacent to the curb ramp shall not be steeper than 1:20. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.

406.3 Sides of Curb Ramps. Where provided, curb ramp flares shall not be steeper than 1:10.

406.4 Landings. Landings shall be provided at the tops of curb ramps. The landing clear length shall be 36 inches (915 mm) minimum. The landing clear width shall be at least as wide as the curb ramp, excluding flared sides, leading to the landing.
EXCEPTION: In alterations, where there is no landing at the top of curb ramps, curb ramp runs side or process and shall not be steeper than 1:12.

Figure 406.2 Counter Slope of Surfaces Adjacent to Curb Ramps

Figure 406.3 Sides of Curb Ramps

406.5 Location. Curb ramps and the flared sides of curb ramps shall be located so that they do not project into vehicular traffic lanes, parking spaces, or parking access aisles. Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.

406.6 Diagonal Curb Ramps. Diagonal or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. The bottom of diagonal curb ramps shall have a clear space 48 inches (1220 mm) minimum outside active traffic lanes of the roadway. Diagonal curb ramps provided at marked crossings shall provide the 48 inches (1220 mm) minimum clear space within the markings. Diagonal curb ramps with flared sides shall have a segment of curb 24 inches (610 mm) long minimum located at each side of the curb ramp and within the marked crossing.

Figure 406.4 Landings at the Top of Curb Ramps

406.7 Islands. Raised islands in crossings shall be cut through level with the street or have curb ramps at both sides. Each curb ramp shall have a level area 48 inches (1220 mm) long minimum by 36 inch (915 mm) wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. Each 48 inch (1220 mm) minimum by 36 inch (915 mm) minimum area shall be oriented so that the 48 inch (1220 mm) minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch (1220 mm) minimum by 36 inch (915 mm) minimum areas are the accessible route shall be permitted to overlap.

Figure 406.6 Diagonal or Corner Type Curb Ramps

407 Elevators

407.1 General. Elevators shall comply with 407 and with ASME A17.1 (incorporated by reference, see "Referenced Standards" in Chapter 1). They shall be passenger elevators as classified by ASME A17.1. Elevator operation shall be automatic.

407.2 Elevator Landing Requirements. Elevator landings shall comply with 407.2.

Figure 406.7 Islands in Crossings

407.2.1 Call Controls. Where elevator call buttons or keypads are provided, they shall comply with 407.2.1 and 309.1. Call buttons shall be raised or flush.
EXCEPTION: Existing elevators shall be permitted to have recessed call buttons.

407.2.1.1 Height. Call buttons and keypads shall be located within one of the reach ranges specified in 308, measured to the centerline of the highest operable part.
EXCEPTION: Existing call buttons and existing keypads shall be permitted to be located at 54 inches (1370 mm) maximum above the finish floor, measured to the centerline of he highest operable part.

407.2.1.2 Size. Call buttons shall be 3/4 inch (19 mm) minimum in he smallest dimension.
EXCEPTION: Existing elevator call buttons shall not be required to comply with 407.2.1.2.

407.2.1.3 Clear Floor or Ground Space. A clear floor or ground space complying with 305 shall be provided at call controls.

407.2.1.4 Location. The call button that designates the up direction shall be located above the call button that designates the down direction.
EXCEPTION: Destination-oriented elevators shall not be required to comply with 407.2.1.4.

407.2.1.5 Signals. Call buttons shall have visible signals to indicate when each call is registered and when each call is answered.
EXCEPTIONS:
1. Destination-oriented elevators shall not be required to comply with 407.2.1.5 provided that visible and audible signals complying with 407.2.2 indicating which elevator car to enter are provided.
2. Existing elevators shall not be required to comply with 407.2.1.5.

407.2.1.6 Keypads. Where keypads are provided, keypads shall be in a standard telephone keypad arrangement and shall comply with 407.4.7.2.

407.2.2 Hall Signals. Hall signals, including in-car signals, shall comply with 407.2.2.

407.2.2.1 Visible and Audible Signals. Visible and audible signals shall be provided at each hoistway entrance to indicate which car is answering a call and the car's direction of travel. Where in-car signals are provided, they shall be visible from the floor area adjacent to the hall call buttons.
EXCEPTIONS:
1. Visible and audible signals shall not be required at each destination-oriented elevator where a visible and audible signal complying with 407.2.2 is provided indicating the elevator car designation information.
2. In existing elevators, a signal indicating the direction of car travel shall not be required.

407.2.2.2 Visible Signals. Visible signal fixtures shall be centered at 72 inches (1830 mm) minimum above the finish floor or ground. The visible signal elements shall be 2 1/2 inches (64 mm) minimum measured along the vertical centerline of the element. Signals shall be visible from the floor area adjacent to the hall call button.
EXCEPTIONS:
1. Destination-oriented elevators shall be permitted to have signals visible from the floor area adjacent to the hoistway entrance.
2. Existing elevators shall not be required to comply with 407.2.2.2.

407.2.2.3 Audible Signals. Audible signals shall sound once for the up direction and twice for the down direction, or shall have verbal annunciators that indicate the direction of elevator car travel. Audible signals shall have a frequency of 1500 Hz maximum. Verbal annunciators shall have a frequency of 300 Hz minimum and 3000 Hz maximum. The audible signal and verbal annunciator shall be 10 dB minimum above ambient, but shall not exceed 80 dB, measured at the hall call button.
EXCEPTIONS:
1. Destination-oriented elevators shall not be required to comply with 407.2.2.3 provided that the audible tone and verbal announcement is the same as those given at the call button or call button keypad.
2. Existing elevators shall not be required to comply with the requirements for frequency and dB range of audible signals.

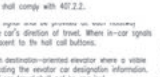

Figure 407.2.2.2 Visible Hall Signals

407.2.2.4 Differentiation. Each destination-oriented elevator in a bank of elevators shall have audible and visible means for differentiation.

407.2.3 Hoistway Signs. Signs at elevator hoistways shall comply with 407.2.3.

407.2.3.1 Floor Designation. Floor designations complying with 703.2 and 703.4.1 shall be provided on both jambs of elevator hoistway entrances. Floor designations shall be provided in both tactile characters and braille. Tactile characters shall be 2 inches (51 mm) high minimum. A tactile star shall be provided in both jambs at the main entry level.

Figure 407.2.3.1 Floor Designations on Jambs of Elevator Hoistway Entrances

407.2.3.2 Car Designations. Car designations complying with 703.2 and 703.4.1 shall be provided on both jambs of the hoistway immediately below the floor designation. Car designations shall be provided in both tactile characters and braille. Tactile characters shall be 2 inches (51 mm) high minimum.

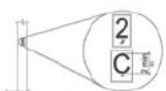

Figure 407.2.3.2 Car Designations on Jambs of Destination-Oriented Elevator Hoistway Entrances

407.3 Elevator Door Requirements. Hoistway and car doors shall comply with 407.1.

407.3.1 Type. Elevator doors shall be the horizontal sliding type. Car gates shall be prohibited.

407.3.2 Operation. Elevator hoistway and car doors shall open and close automatically.
EXCEPTION: Existing manually operated hoistway swing doors shall be permitted provided that they comply with 404.2.1 and 404.2.9. Car door closing shall not be initiated until the hoistway door is closed.

407.3.3 Reopening Device. Elevator doors shall be provided with a reopening device complying with 407.3.3 that shall stop and reopen a car door and hoistway door automatically if the door becomes obstructed by an object or person.
EXCEPTION: Existing elevators with manually operated doors shall not be required to comply with 407.3.3.

407.3.3.1 Height. The device shall be activated by sensing an obstruction passing through the opening at 5 inches (125 mm) nominal and 29 inches (735 mm) nominal above the finish floor.

407.3.3.2 Contact. The device shall not require physical contact to be activated, although contact is permitted to occur before the door reverses.

407.3.3.3 Duration. Door reopening devices shall remain effective for 20 seconds minimum.

407.3.4 Door and Signal Timing. The minimum acceptable time from notification that a car is answering a call or notification of the car assigned at the means for the entry of destination information until the doors at that car start to close shall be calculated from the following equation:

$t = D/(1.5\ ft/s)$ or $t = D/(460\ mm/s) + 5$ seconds minimum where t equals the total time in seconds and D equals the distance (in feet or millimeters) from the point in the lobby or corridor 60 inches (1525 mm) directly in front of the farthest call button controlling that car to the centerline of its hoistway door.

407.3.5 Door Delay. Elevator doors shall remain fully open in response to a car call for 3 seconds minimum.

407.3.6 Width. The width of elevator doors shall comply with table 407.4.1.
EXCEPTION: In existing elevators, a power-operated car door complying with 404.2.3 shall be permitted.

407.4 Elevator Car Requirements. Elevator cars shall comply with 407.4.

407.4.1 Car Dimensions. Inside dimensions of elevator cars and clear width of elevator doors shall comply with Figure 407.4.1 (Table 407.4.1).
EXCEPTION: Existing elevator car configurations that provide a clear floor area of 16 square feet (1.5 m2) minimum and also provide an inside clear depth of inches (1370 mm) minimum and a clear width of inches (915 mm) minimum shall be permitted.

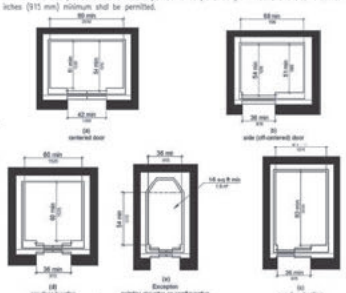

Figure 407.4.1 Elevator Car Dimensions

407.4.2 Floor Surfaces. Floor surfaces in elevator cars shall comply with 302 and 303.

407.4.3 Platform to Hoistway Clearance. The clearance between the car platform sill and the edge of any hoistway landing shall be 1 1/4 inch (32 mm) maximum.

407.4.4 Leveling. Each car shall be equipped with a self-leveling feature that will automatically bring and maintain the car at floor landings within a tolerance of 1/2 inch (13 mm) under rated loading to zero loading conditions.

407.4.5 Illumination. The level of illumination at the car controls, platform, car threshold and car landing sill shall be 5 foot candles (54 lux) minimum.

407.4.6 Elevator Car Controls. Where provided, elevator car controls shall comply with 407.4.6 and 308.4.
EXCEPTION: In existing elevators where a new car operating panel complying with 407.4.6 is installed existing car operating panels shall not be required to comply with 407.4.6.

407.4.6.1 Location. Controls shall be located within one of the reach ranges specified in 308.
EXCEPTIONS:
1. Where the elevator panel serves more than 16 openings and a parallel approach is provided, buttons with floor designations shall be permitted to be 54 inches (1370 mm) maximum above the finish floor.
2. In existing elevators, car control buttons with floor designations shall be permitted to be located 54 inches (1370 mm) maximum above the finish floor where a parallel approach is provided.

407.4.6.2 Buttons. Car control buttons with floor designations shall comply with 407.4.6.2 and shall be raised or flush.
EXCEPTION: In existing elevators, buttons shall be permitted to be recessed.

407.4.6.2.1 Size. Buttons shall be 3/4 inch (19 mm) minimum in their smallest dimension.
407.4.6.2.2 Arrangement. Buttons shall be arranged with numbers in ascending order. When two or more columns of buttons are provided they shall read from left to right.

407.4.6.3 Keypads. Car control keypads shall be in a standard telephone keypad arrangement and shall comply with 407.4.7.2.

407.4.6.4 Emergency Controls. Emergency controls shall comply with 407.4.6.4

407.4.6.4.1 Height. Emergency control buttons shall have their centerlines 35 inches (890 mm) minimum above the finish floor.

407.4.6.4.2 Location. Emergency controls, including the emergency alarm, shall be grouped at the bottom of the panel.

407.4.7 Designations and Indicators of Car Controls. Designations and indicators of car controls shall comply with 407.4.7.
EXCEPTION: In existing elevators, where a new car operating panel complying with 407.4.7 is provided, existing car operating panels shall not be required to comply with 407.4.7.

407.4.7.1 Buttons. Car control buttons shall comply with 407.4.7.1.

407.4.7.1.1 Type. Control buttons shall be identified by tactile characters complying with 703.2.

407.4.7.1.2 Location. Raised character and braille designations shall be placed immediately to the left of the control button to which the designations apply.
EXCEPTION: Where space on an existing car operating panel precludes tactile markings to the left of the controls, markings shall be placed as near to the control as possible.

407.4.7.1.3 Symbols. The control button for the emergency stop, alarm, door open, door close, main entry floor, and phone, shall be identified with tactile symbols as shown in Table 407.4.7.1.1

407.4.7.1.4 Visible Indicators. Buttons with floor designations shall be provided with visible indicators to show that a call has been registered. The visible indication shall extinguish when the car arrives at the designated floor.

407.4.7.2 Keypads. Keypads shall be identified by characters complying with 703.5 and shall be centered on the corresponding keypad button. The number five key shall have a single raised dot. The dot shall be 0.118 inch (3 mm) to 0.120 inch (3.05 mm) base diameter and in other aspects comply with Table 703.5.1.

407.4.8 Car Position Indicators. Audible and visible car position indicators shall be provided in elevator cars.

407.4.8.1 Visible Indicators. Visible indicators shall comply with 407.4.8.1.

407.4.8.1.1 Size. Characters shall be 1/2 inch (13 mm) high minimum.

407.4.8.1.2 Location. Indicators shall be located above the car control panel or above the door.

407.4.8.1.3 Floor Arrival. As the car passes a floor and when a car stops at a floor served by the elevator, the corresponding character shall illuminate.
EXCEPTION: Destination-oriented elevators shall not be required to comply with 407.4.81.3 provided that the visible indicators extinguish when the call has been answered.
407.4.8.1.4 Destination Indicator. In destination-oriented elevators, a display shall be provided in the car with visible indicators to show car destination.

407.4.8.2 Audible Indicators. Audible indicators shall comply with 407.4.8.2.

407.4.8.2.1 Signal Type. The signal shall be an automatic verbal announciator which announces the floor at which the car is about to stop.
EXCEPTION: For elevators other than destination-oriented elevators that have a rated speed of 200 feet per minute (1 m/s) or less, a non-verbal audible signal with a frequency of 1500 Hz maximum which sounds as the car passes or is about to stop at a floor served by the elevator shall be permitted.
407.4.8.2.2 Signal Level. The verbal announciator shall be set to the minimum audio amplitude, and shall not exceed 80 dB, measured at the announciator.

407.4.8.2.3 Frequency. The verbal announciator shall have a frequency of 300 Hz minimum to 3000 Hz maximum.

407.4.9 Emergency Communication. Emergency two-way communication systems shall comply with 308. Tactile symbols and characters shall be provided adjacent to the device and shall comply with 703.2.

403 Limited-Use/Limited-Application Elevators

403.1 General. Limited-use/limited-application elevators shall comply with 408 and with ASME A17.1 (incorporated by reference, see "Referenced Standards" in Chapter 1). They shall be passenger elevators as classified by ASME A17.1. Elevator operation shall be automatic.

403.2 Elevator Landings. Landings serving limited-use/limited-application elevators shall comply with 408.2.

403.2.1 Call Buttons. Elevator call buttons and keypads shall comply with 407.2.1.

403.2.2 Hall Signals. Hall signals shall comply with 407.2.2.

403.2.3 Hoistway Signs. Signs at elevator hoistways shall comply with 407.2.3.

403.3 Elevator Doors. Elevator hoistway doors shall comply with 407.3.

403.3.1 Sliding Doors. Sliding hoistway and car doors shall comply with 407.3.1 through 407.3.3 and 408.4.1.

403.3.2 Swinging Doors. Swinging hoistway doors shall open and close automatically and shall comply with 401, 407.3.2 and 408.3.2.

403.3.2.1 Power Operation. Swinging doors shall be power-operated and shall comply with ANSI/BHMA A156.19 (1997 or 2002 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1).

403.3.2.2 Duration. Power-operated swinging doors shall remain open for 20 seconds minimum when activated.

403.4 Elevator Cars. Elevator cars shall comply with 408.4.
403.4.1 Car Dimensions and Doors. Elevator cars shall provide a clear width 42 inches (1065 mm) minimum and a clear depth 54 inches (1370 mm) minimum. Car doors shall be positioned at the narrow ends of cars and shall provide 32 inches (815 mm) minimum clear width.
EXCEPTIONS:
1. Cars that provide a clear width 51 inches (1295 mm) minimum shall be permitted to provide a clear depth 51 inches (1295 mm) minimum provided that car doors provide a clear opening 36 inches (915 mm) wide minimum.
2. Existing elevator cars shall be permitted to provide a clear width 36 inches (915 mm) minimum, clear depth 54 inches (1370 mm) minimum, and a net clear platform area 15 square feet (1.4 m2) minimum.

403.4.2 Platform to Hoistway Clearance. The platform to hoistway clearance shall comply with 407.4.3.

403.4.4 Leveling. Elevator car leveling shall comply with 407.4.4.

403.4.5 Illumination. Elevator car illumination shall comply with 407.4.5.

403.4.6 Car Controls. Elevator car controls shall comply with 407.4.6. Control panels shall be centered on a side wall.

403.4.7 Designations and Indicators of Car Controls. Designations and indicators of car controls shall comply with 407.4.7.

403.4.8 Emergency Communications. Car emergency signaling devices complying with 407.4.9 shall be provided.

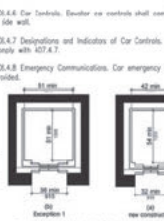

Figure 408.4.1 Limited-Use/Limited-Application (LULA) Elevator Car Dimensions

410 Platform Lifts

410.1 General. Platform lifts shall comply with ASME A18.1 (1999 edition or 2003 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1). Platform lifts shall not be attendant-operated and shall provide unassisted entry and exit from the lift.

410.2 Floor Surfaces. Floor surfaces in platform lifts shall comply with 302 and 303.

410.3 Clear Floor Space. Clear floor space in platform lifts shall comply with 305.

410.4 Platform to Runway Clearance. The clearance between the platform sill and the edge of any runway landing shall be 1 inch (32 mm) maximum.

410.5 Operable Parts. Controls for platform lifts shall comply with 309.

410.6 Doors and Gates. Platform lifts shall have low-energy power-operated doors or gates complying with 404.3. Doors shall remain open for 20 seconds minimum. End doors and gates shall provide a clear width 32 inches (815 mm) minimum. Side doors and gates shall provide a clear width 42 inches (1065 mm) minimum.
EXCEPTION: Platform lifts serving two landings maximum and having doors or gates on opposite sides shall be permitted to have self-closing manual doors or gates.

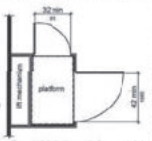

Figure 410.6 Platform Lift Doors and Gates

CHAPTER 5: GENERAL SITE AND BUILDING ELEMENTS

501 General

501.1 Scope. The provisions of Chapter 5 shall apply where required by Chapter 2 or where referenced by a requirement in this document.

502 Parking Spaces

502.1 General. Car and van parking spaces shall comply with 502. Where parking spaces are marked with lines, width measurements of parking spaces and access aisles shall be made from the centerline of the marking.
EXCEPTION: Where parking spaces or access aisles are not adjacent to another parking space or access aisle, measurements shall be permitted to include the full width of the line defining the parking space or access aisle.

502.2 Vehicle Spaces. Car parking spaces shall be 96 inches (2440 mm) wide minimum and van parking spaces shall be 132 inches (3350 mm) wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3.
EXCEPTION: Van parking spaces shall be permitted to be 96 inches (2440 mm) wide minimum where the access aisle is 96 inches (2440 mm) wide minimum.

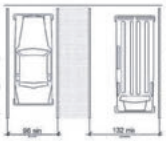

Figure 502.2 Vehicle Parking Spaces

502.3 Access Aisle. Access aisles serving parking spaces shall comply with 502.3. Access aisles shall adjoin an accessible route. Two parking spaces shall be permitted to share a common access aisle.

502.3.1 Width. Access aisles serving car and van parking spaces shall be 60 inches (1525 mm) wide minimum.

502.3.2 Length. Access aisles shall extend the full length of the parking spaces they serve.

502.3.3 Marking. Access aisles shall be marked so as to discourage parking in them.

502.3.4 Location. Access aisles shall not overlap the vehicular way. Access aisles shall be permitted to be placed on either side of the parking space except for angled car parking spaces which shall have access aisles located on the passenger side of the parking spaces.

Figure 502.3 Parking Space Access Aisle

502.4 Floor or Ground Surfaces. Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted.
EXCEPTION: Slopes not steeper than 1:48 shall be permitted.

502.5 Vertical Clearance. Parking spaces for vans and access aisles and vehicular routes serving them shall provide a vertical clearance of 98 inches (2490 mm) minimum.

502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible." Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.

502.7 Relationship to Accessible Routes. Parking spaces and access aisles shall be designed so that cars and vans, when parked, cannot obstruct the required clear width of adjacent accessible routes.

503 Passenger Loading Zones

503.1 General. Passenger loading zones shall comply with 503.

503.2 Vehicle Pull-Up Space. Passenger loading zones shall provide a vehicular pull-up space 96 inches (2440 mm) wide minimum and 20 feet (6100 mm) long minimum.

503.3 Vehicle Pull-Up Space Location. Passenger loading zones shall provide access aisles complying with 503.4 and 503.5 adjacent to the vehicle pull-up space. Access aisles shall adjoin an accessible route and shall not overlap the vehicular way.

503.3.1 Width. Access aisles serving vehicle pull-up spaces shall be 60 inches (1525 mm) wide minimum.

503.3.2 Length. Access aisles shall extend the full length of the vehicle pull-up spaces they serve.

503.3.3 Marking. Access aisles shall be marked so as to discourage parking in them.

503.4 Floor and Ground Surfaces. Vehicle pull-up spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the vehicle pull-up space they serve. Changes in level are not permitted.
EXCEPTIONS:
1. Slopes not steeper than 1:48 shall be permitted.

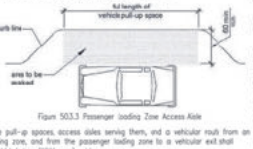

Figure 503.3 Passenger Loading Zone Access Aisle

503.5 Vertical Clearance. Vehicle pull-up spaces, access aisles serving them, and a vehicular route from an entrance to the passenger loading zone, and from the passenger loading zone to a vehicular exit shall provide a vertical clearance of 114 inches (2896 mm) minimum.

504 Stairways

504.1 General. Stairs shall comply with 504.

504.2 Treads and Risers. All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches (100 mm) high minimum and 7 inches (180 mm) high maximum. Treads shall be 11 inches (280 mm) deep minimum.

504.3 Tread and Riser Dimensions. Stair treads and risers shall be sized according to a formula relating the tread depth and riser height.

504.4 Tread Surface. Stair treads shall comply with 302. Changes in level are not permitted.
EXCEPTION: Treads shall be permitted to have a slope not steeper than 1:48.

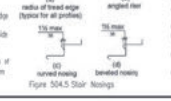

Figure 504.5 Stair Nosings

504.5 Nosings. The radius of curvature at the leading edge of the tread shall be 1/2 inch (13 mm) maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches (38 mm) maximum over the tread below.

504.6 Handrails. Stairs shall have handrails complying with 505.

504.7 Wet Conditions. Stair treads and landings subject to wet conditions shall be designed to prevent the accumulation of water.

505 Handrails

505.1 General. Handrails provided along walking surfaces complying with 403, required at ramps complying with 405, and required at stairs complying with 504 shall comply with 505.

505.2 Where Required. Handrails shall be provided on both sides of stairs and ramps.
EXCEPTION: In assembly areas, handrails shall not be required on both sides of aisle ramps where a handrail is provided at either side or within the aisle width.

505.3 Continuity. Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.
EXCEPTION: In assembly areas, handrails on ramps shall not be required to be continuous in aisles serving seating.

505.4 Height. Top of gripping surfaces of handrails shall be 34 inches (865 mm) minimum and 38 inches (965 mm) maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.

Figure 505.4 Handrail Height

505.5 Clearance. Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches (38 mm) minimum.

505.6 Gripping Surface. Handrail gripping surfaces shall be continuous along their length and shall not be obstructed along their tops or sides. The bottoms of handrail gripping surfaces shall not be obstructed for more than 20 percent of their length. Where provided, horizontal projections shall occur 1 1/2 inches (38 mm) minimum below the bottom of the handrail gripping surface.
EXCEPTIONS:
1. Where handrails are provided along walking surfaces with slopes not steeper than 1:20, the bottoms of handrail gripping surfaces shall be permitted to be obstructed along their entire length where they are integral to crash rails or bumper guards.
2. The distance between horizontal projections and the bottom of the gripping surface shall be permitted to be reduced by 1/8 inch (3.2 mm) for each 1/2 inch (13 mm) of additional handrail perimeter dimension that exceeds 4 inches (100 mm).

Figure 505.5 Handrail Clearance

505.7 Cross Section. Handrail gripping surfaces shall have a cross section complying with 505.7.1 or 505.7.2.

505.7.1 Circular Cross Section. Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches (32 mm) minimum and 2 inches (51 mm) maximum.

505.7.2 Non-Circular Cross Sections. Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches (100 mm) minimum and 6 1/4 inches (160 mm) maximum, and a cross-section dimension of 2 1/4 inches (57 mm) maximum.

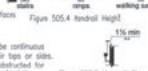

Figure 505.7.2 Handrail Non-Circular Cross Section

505.8 Surfaces. Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.

505.9 Fittings. Handrails shall not contact walls. Handrail fittings shall not obstruct the required clear width of walking surfaces.

505.10 Handrail Extensions. Handrail gripping surfaces shall extend beyond and in the same direction of stair flights and ramp runs in accordance with 505.10.
EXCEPTIONS:
1. Extensions shall not be required for continuous handrails at the inside turn of switchback or dogleg stairs and ramps.
2. In assembly areas, extensions shall not be required for ramp handrails in aisles serving seating where the handrails are discontinuous to provide access to seating and to permit crossovers within aisles.
3. In alterations, full extensions of handrails shall not be required where such extensions would be hazardous due to plan configuration.

505.10.1 Top and Bottom Extension at Ramps. Ramp handrails shall extend horizontally above the landing for 12 inches (305 mm) minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.

505.10.2 Top Extension at Stairs. At the top of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.

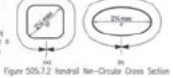

Figure 505.10.1 Top and Bottom Handrail Extension at Ramps

505.10.3 Bottom Extension at Stairs. At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.

Figure 505.10.2 Top Handrail Extension at Stairs

Figure 505.10.3 Bottom Handrail Extension at Stairs

CHAPTER 6: PLUMBING ELEMENTS & FACILITIES

601 General

601.1 Scope. The provisions of Chapter 6 shall apply where required by Chapter 2 or where referenced by a requirement in this document.

602 Drinking Fountains

602.1 General. Drinking fountains shall comply with 307 and 602.

602.2 Clear Floor Space. Units shall have a clear floor or ground space complying with 305 positioned for a forward approach and centered on the unit. Knee and toe clearance complying with 306 shall be provided.
EXCEPTION: A parallel approach complying with 306 shall be permitted at units for children's use where the spout is 30 inches (760 mm) maximum above the finish floor or ground and is 3 1/2 inches (90 mm) maximum from the front edge of the unit, including bumpers.

602.3 Operable Parts. Operable parts shall comply with 309.

602.4 Spout Height. Spout outlets shall be 36 inches (915 mm) maximum above the finish floor or ground.

602.5 Spout Location. The spout shall be located 15 inches (380 mm) minimum from the vertical support and 5 inches (125 mm) maximum from the front edge of the unit, including bumpers.

602.6 Water Flow. The spout shall provide a flow of water 4 inches (100 mm) high minimum and shall be located 5 inches (125 mm) maximum from the front of the unit. The angle of the water stream shall be measured horizontally relative to the front face of the unit. Where spouts are located between 30 degrees and 60 degrees to the front face of the unit, the water stream shall be 30 degrees maximum. Where spouts are located between 60 degrees and 90 degrees to the front face of the unit, the water stream shall be 60 degrees maximum. Spouts shall be located 5 inches (125 mm) maximum from the front of the unit, and the angle of the water stream shall be measured horizontally relative to the front face of the unit. Where spouts are located between 30 degrees and 60 degrees to the front face of the unit, the water stream shall be 30 degrees maximum. Where spouts are located between 60 degrees and 90 degrees to the front face of the unit, the water stream shall be 60 degrees maximum. Spouts shall be located 5 inches (125 mm) maximum from the front of the unit, and the angle of the water stream shall be 15 degrees maximum.

Figure 602.5 Drinking Fountain Spout Location

602.7 Drinking Fountains for Standing Persons. Spout outlets of drinking fountains for standing persons shall be 38 inches (965 mm) minimum and 43 inches (1090 mm) maximum above the finish floor or ground.

603 Toilet and Bathing Rooms

603.1 General. Toilet and bathing rooms shall comply with 603.

603.2 Clearances. Clearances shall comply with 603.2.

603.2.1 Turning Space. Turning space complying with 304 shall be provided within the room.

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WILLIAMSON COUNTY
MAGISTRATE COURT

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DESIGNED BY:		DV
CHECKED BY:		DV

100% CONSTRUCTION DOCUMENTS

SHEET TITLE
ADA STANDARDS

G-102

SHEET 2 OF 4

2010 ADA Standards for Accessible Design for Public Accommodations and Commercial Facilities: Title III

CHAPTER 6: PLUMBING ELEMENTS & FACILITIES (CONT.)

603.2.2 Overlap. Required clear floor spaces, clearance at fixtures, and turning space shall be permitted to overlap.

603.2.3 Door Swing. Doors shall not swing into the clear floor space or clearance required for any fixture. Doors shall be permitted to swing into the required turning space.
EXCEPTIONS:
1. Doors to a toilet room or bathing room for a single occupant accessed only through a private office and not for common use or public use shall be permitted to swing into the clear floor space or clearance provided the swing of the door can be reversed to comply with 603.2.3.
2. Where the toilet room or bathing room is for individual use and a clear floor space complying with 305.3 is provided within the room beyond the arc of the door swing, doors shall be permitted to swing into the clear floor space or clearance required for any fixture.

603.3 Mirrors. Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches (1015 mm) maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches (890 mm) maximum above the finish floor or ground.

603.4 Coat Hooks and Shelves. Coat hooks shall be located within one of the reach ranges specified in 308. Shelves shall be located 40 inches (1015 mm) minimum and 48 inches (1220 mm) maximum above the finish floor.

604 Water Closets and Toilet Compartments

604.1 General. Water closets and toilet compartments shall comply with 604.2 through 604.8.
EXCEPTION: Water closets and toilet compartments for children's use shall be permitted to comply with 604.9.

604.2 Location. The water closet shall be positioned with a wall or partition to the rear and to one side. The centerline of the water closet shall be 16 inches (405 mm) minimum to 18 inches (455 mm) maximum from the side wall or partition, except that the water closet shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum from the side wall or partition in the ambulatory accessible toilet compartment specified in 604.8.1. Water closets shall be arranged for a left-hand or right-hand approach.

Figure 604.1 Water Closet Location

604.3 Clearance. Clearances around water closets and in toilet compartments shall comply with 604.3.

604.3.1 Size. Clearance around a water closet shall be 60 inches (1525 mm) minimum measured perpendicular from the side wall and 56 inches (1420 mm) minimum measured perpendicular from the rear wall.

604.3.2 Overlap. The required clearance around the water closet shall be permitted to overlap the water closet, associated grab bars, dispensers, sanitary napkin disposal units, coat hooks, shelves, accessible routes, clear floor space and clearances required at other fixtures, and the turning space. No other fixtures or obstructions shall be located within the required water closet clearance.

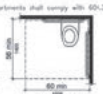


Figure 604.3.1 Size of Clearance at Water Closets

604.4 Seats. The seat height of a water closet above the finish floor shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum measured to the top of the seat. Seats shall not be sprung to return to a lifted position.
EXCEPTIONS:
1. A water closet in a toilet room for a single occupant accessed only through a private office and not for common use or public use shall not be required to comply with 604.4.

604.5 Grab Bars. Grab bars for water closets shall comply with 609. Grab bars shall be provided in the side wall closest to the water closet and on the rear wall.
EXCEPTIONS:
1. Grab bars shall not be required to be installed in a toilet room for a single occupant accessed only through a private office and not for common use or public use provided that reinforcement has been installed in walls and located so as to permit the installation of grab bars complying with 604.5.

3. In retention or correction facilities, grab bars shall not be required to be installed in housing or holding cells that are specially designed without protrusions for purposes of suicide prevention.

604.5.1 Side Wall. The side wall grab bar shall be 42 inches (1065 mm) long minimum, located 12 inches (305 mm) maximum from the rear wall and extending 54 inches (1370 mm) minimum from the rear wall.

604.5.2 Rear Wall. The rear wall grab bar shall be 36 inches (915 mm) long minimum and extend from the centerline of the water closet 12 inches (305 mm) minimum on one side and 24 inches (610 mm) minimum on the other side.
EXCEPTIONS:
1. The rear grab bar shall be permitted to be 24 inches (610 mm) long minimum, centered on the water closet, where wall space does not permit a length of 36 inches (915 mm) minimum due to the location of a recessed fixture adjacent to the water closet.
2. Where an administrative authority requires flush controls for flush valves to be located in a position that conflicts with the location of the rear grab bar, then the rear grab bar shall be permitted to be split or shifted to the open side of the toilet area.

Figure 604.5.1 Side Wall Grab Bar at Water Closets

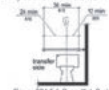


Figure 604.5.1 Rear Wall Grab Bar at Water Closets

604.6 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309. Flush controls shall be located on the open side of the water closet except in ambulatory accessible compartments complying with 604.8.2.

604.7 Dispensers. Toilet paper dispensers shall comply with 309.4 and shall be 7 inches (178 mm) minimum and 9 inches (230 mm) maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be 15 inches (380 mm) minimum and 48 inches (1220 mm) maximum above the finish floor and shall not be located behind grab bars. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow.

Figure 604.7 Dispenser Outlet Location

604.8 Toilet Compartments. Wheelchair accessible toilet compartments shall meet the requirements of 604.8.1 and 604.8.3. Compartments containing more than one plumbing fixture shall comply with 603. Ambulatory accessible compartments shall comply with 604.8.2 and 604.8.3.

604.8.1 Wheelchair Accessible Compartments. Wheelchair accessible compartments shall comply with 604.8.1.

604.8.1.1 Size. Wheelchair accessible compartments shall be 60 inches (1525 mm) wide minimum measured perpendicular to the side wall, and 56 inches (1420 mm) deep minimum for wall hung water closets and 59 inches (1500 mm) deep minimum for floor mounted water closets measured perpendicular to the rear wall. Wheelchair accessible compartments for children's use shall be 60 inches (1525 mm) wide minimum measured perpendicular to the side wall, and 59 inches (1500 mm) deep minimum for wall hung and floor mounted water closets measured perpendicular to the rear wall.

Figure 604.8.1.1 Size of Wheelchair Accessible Toilet Compartment

Figure 604.8.1.1 Size of Wheelchair Accessible Toilet Compartment

604.8.1.2 Doors. Toilet compartment doors, including door hardware, shall comply with 404 except that if the approach is to the latch side of the compartment door, clearance between the door side of the compartment and any obstruction shall be 42 inches (1065 mm) minimum. Doors shall be located in the front partition or in the side wall or partition farthest from the water closet. Where located in the front partition, the door opening shall be 4 inches (100 mm) maximum from the front partition. The door shall be self-closing. A door pull complying with 404.2.7 shall be placed on both sides of the door near the latch. Toilet compartment doors shall not swing into the minimum required compartment area.

604.8.1.3 Approach. Compartments shall be arranged for left-hand or right-hand approach to the water closet.

604.8.1.4 Toe Clearance. The front partition and at least one side partition shall provide a toe clearance of 9 inches (230 mm) minimum above the finish floor and 6 inches (150 mm) deep minimum beyond the compartment-side face of the partition, exclusive of partition support members. Compartments for children's use shall provide a toe clearance of 12 inches (305 mm) minimum above the finish floor.
EXCEPTION: Toe clearance at the front partition is not required in a compartment greater than 62 inches (1575 mm) deep with a wall-hung water closet or 65 inches (1650 mm) deep with a floor-mounted water closet. Toe clearance at the side partition is not required in a compartment greater than 66 inches (1675 mm) wide. Toe clearance at the front partition is not required in a compartment for children's use that is greater than 55 inches (1650 mm) deep.

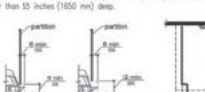


Figure 604.8.1.4 Wheelchair Accessible Toilet Compartment Toe Clearance

604.8.1.5 Grab Bars. Grab bars shall comply with 609. A side-wall grab bar complying with 604.5.1 shall be provided and shall be located on the wall closest to the water closet. In addition, a rear-wall grab bar complying with 604.5.2 shall be provided.

604.8.2 Ambulatory Accessible Compartments. Ambulatory accessible compartments shall comply with 604.8.2.

604.8.2.1 Size. Ambulatory accessible compartments shall have a depth of 60 inches (1525 mm) minimum and a width of 35 inches (890 mm) minimum and 37 inches (940 mm) maximum.

604.8.2.2 Doors. Toilet compartment doors, including door hardware, shall comply with 404, except that if the approach is to the latch side of the compartment door, clearance between the door side of the compartment and any obstruction shall be 42 inches (1065 mm) minimum. The door shall be self-closing. A door pull complying with 404.2.7 shall be placed on both sides of the door near the latch. Toilet compartment doors shall not swing into the minimum required compartment area.

604.8.2.3 Grab Bars. Grab bars shall comply with 609. A side-wall grab bar complying with 604.5.1 shall be provided on both sides of the compartment.

604.8.3 Coat Hooks and Shelves. Coat hooks shall be located within one of the reach ranges specified in 308. Shelves shall be located 40 inches (1015 mm) minimum and 48 inches (1220 mm) maximum above the finish floor.

604.9 Water Closets and Toilet Compartments for Children's Use. Water closets and toilet compartments for children's use shall comply with 604.9

Figure 604.8.2 Ambulatory Accessible Toilet Compartment

Advisory Specifications for Water Closets Serving Children Ages 3 through 12			
	Ages 3 and 4	Ages 5 through 8	Ages 9 through 12
Water Closet Centerline	12 inches	12 to 18 inches	18 to 18 inches
Toilet Seat Height	11 to 12 inches	12 to 15 inches	15 to 17 inches
Grab Bar Height	18 to 20 inches	20 to 25 inches	25 to 27 inches
Dispenser Height	14 inches	14 to 17 inches	17 to 19 inches

604.9.1 Location. The water closet shall be located with a wall or partition to the rear and to one side. The centerline of the water closet shall be 12 inches (305 mm) minimum and 18 inches (455 mm) maximum from the side wall or partition, except that the water closet shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum from the side wall or partition in the ambulatory accessible toilet compartment specified in 604.8.2. Compartments shall be arranged for left-hand or right-hand approach to the water closet.

604.9.2 Clearance. Clearance around a water closet shall comply with 604.3.

604.9.3 Height. The height of water closets shall be 11 inches (280 mm) minimum and 17 inches (430 mm) maximum measured to the top of the seat. Seats shall not be sprung to return to a lifted position.

604.9.4 Grab Bars. Grab bars for water closets shall comply with 604.5.

604.9.5 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309.2 and 309.4 and shall be installed 36 inches (915 mm) maximum above the finish floor. Flush controls shall be located on the open side of the water closet except in ambulatory accessible compartments complying with 604.8.2.

604.9.6 Dispensers. Toilet paper dispensers shall comply with 309.4 and shall be 7 inches (180 mm) minimum and 9 inches (230 mm) maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be 14 inches (355 mm) minimum and 19 inches (481 mm) maximum above the finish floor. There shall be a clearance of 1 1/2 inches (38 mm) minimum below the grab bar. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow.

604.9.7 Toilet Compartments. Toilet compartments shall comply with 604.8.

605 Urinals

605.1 General. Urinals shall comply with 605.

605.2 Height and Depth. Urinals shall be the stall-type or the wall-hung type with the rim 17 inches (430 mm) maximum above the finish floor or ground. Urinals shall be 13 1/2 inches (345 mm) deep minimum measured from the outer face of the urinal rim to the back of the fixture.

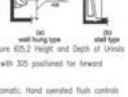


Figure 605.2 Height and Depth of Urinals

605.3 Clear Floor Space. A clear floor or ground space complying with 305 positioned for forward approach shall be provided.

605.4 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309.

606 Lavatories and Sinks

606.1 General. Lavatories and sinks shall comply with 606.

606.2 Clear Floor Space. A clear floor space complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided.
EXCEPTIONS:
1. A parallel approach complying with 305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars.
2. A lavatory in a toilet room or bathing facility for a single occupant accessed only through a private office and not for common use or public use shall not be required to provide knee and toe clearance complying with 306.
3. Residential requirements not included.
4. A knee clearance of 24 inches (610 mm) minimum above the finish floor or ground shall be permitted at lavatories and sinks used primarily by children 6 through 12 years where the rim or counter surface is 31 inches (785 mm) maximum above the finish floor or ground.
5. A parallel approach complying with 305 shall be permitted to lavatories and sinks used primarily by children 5 years and younger.
6. The top of the overflow shall not be considered in determining knee and toe clearances.
7. No more than one bowl of a multi-bowl sink shall be required to provide knee and toe clearance complying with 306.

606.3 Height. Lavatories and sinks shall be installed with the front of the higher of the rim or counter surface 34 inches (865 mm) maximum above the finish floor or ground.
EXCEPTIONS:
1. A lavatory in a toilet or bathing facility for a single occupant accessed only through a private office and not for common use or public use shall not be required to comply with 606.3.

606.4 Faucets. Controls for faucets shall comply with 309. Hand-operated metering faucets shall remain open for 10 seconds minimum.

606.5 Exposed Pipes and Surfaces. Water supply and drain pipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks.

607 Bathtubs

607.1 General. Bathtubs shall comply with 607.

607.2 Clearance. Clearance in front of bathtubs shall extend the length of the bathtub and shall be 30 inches (760 mm) wide minimum. A lavatory complying with 606 shall be permitted at the control end of the clearance. Where a permanent seat is provided at the head end of the bathtub, the clearance shall extend 12 inches (305 mm) minimum beyond the wall at the head end of the bathtub.

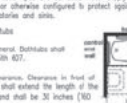


Figure 607.2 Clearance at Bathtubs

607.3 Seat. A permanent seat at the head end of the bathtub or a removable in-tub seat shall be provided. Seats shall comply with 610.

607.4 Grab Bars. Grab bars for bathtubs shall comply with 609 and shall be provided in accordance with 607.4.1 or 607.4.2.
EXCEPTIONS:
1. Grab bars shall not be required to be installed in a bathtub located in a bathing facility for a single occupant accessed only through a private office and not for common use or public use provided that reinforcement has been installed in walls and located so as to permit the installation of grab bars complying with 607.4.

607.4.1 Bathtubs With Permanent Seats. For bathtubs with permanent seats, grab bars shall be provided in accordance with 607.4.1.

607.4.1.1 Back Wall. Two grab bars shall be installed on the back wall, one located in accordance with 6064 and the other located 8 inches (205 mm) minimum and 10 inches (255 mm) maximum above the rim of the bathtub. Each grab bar shall be installed 15 inches (380 mm) maximum from the head end wall and 12 inches (305 mm) maximum from the control end wall.

607.4.1.2 Control End Wall. A grab bar 24 inches (610 mm) long minimum shall be installed on the control end wall at the front edge of the bathtub.

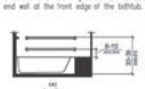


Figure 607.4.1 Grab Bars for Bathtubs with Permanent Seats

607.4.2 Bathtubs Without Permanent Seats. For bathtubs without permanent seats, grab bars shall comply with 607.4.2.

607.4.2.1 Back Wall. Two grab bars shall be installed on the back wall, one located in accordance with 6094 and other located 8 inches (205 mm) minimum and 10 inches (255 mm) maximum above the rim of the bathtub. Each grab bar shall be 24 inches (610 mm long minimum and shall be installed 24 inches (610 mm) maximum from the head end wall and 12 inches (30 mm) maximum from the control end wall.

607.4.2.2 Control End Wall. A grab bar 24 inches (610 mm) long minimum shall be installed on the control end wall at the front edge of the bathtub.

607.4.2.3 Head End Wall. A grab bar 12 inches (305 mm) long minimum shall be installed on the head end wall at the front edge of the bathtub.

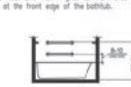
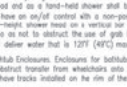


Figure 607.4.2 Grab Bars for Bathtubs with Removable In-Tub Seats

607.5 Controls. Controls, other than drain stoppers, shall be located on an end wall. Controls shall be between the bathtub rim and grab bar, out between the open side of the bathtub and the centerline of the width of the bathtub. Controls shall comply with 309.4.

607.6 Shower Spray Unit and Water. A shower spray unit with a hose 59 inches (1500 mm) long minimum that can be used both as a fixed-position shower head and as a hand-held shower shall be provided. The shower spray unit shall have an on/off control with a non-positive shut-off. If an adjustable-height shower head on a vertical bar is used, the bar shall be installed so as not to obstruct the use of grab bars. Bathtub shower spray units shall deliver water that is 120°F (49°C) maximum.



607.7 Bathtub Enclosures. Enclosures for bathtubs shall not obstruct controls, faucets, shower and spray units or obstruct transfer from wheelchairs onto bathtub seats or into bathtubs. Enclosures on bathtubs shall not have tracks installed on the rim of the open face of the bathtub.

608 Shower Compartments

608.1 General. Shower compartments shall comply with 608.

608.2 Size and Clearances for Shower Compartments. Shower compartments shall have sizes and clearances complying with 608.2.

608.2.1 Transfer Type Shower Compartments. Transfer type shower compartments shall be 36 inches (915 mm) by 36 inches (915 mm) clear inside dimensions measured at the center points of opposing sides and shall have a 36 inch (915 mm) wide minimum entry on the face of the shower compartment. Clearance of 36 inches (915 mm) wide minimum by 48 inches (1220 mm) long minimum measured from the control wall shall be provided.

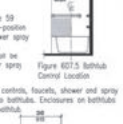


Figure 608.2.1 Transfer Type Shower Compartment Size and Clearance

608.2.2 Standard Roll-In Type Shower Compartments. Standard roll-in type shower compartments shall be 30 inches (760 mm) wide minimum by 60 inches (1525 mm) deep minimum clear inside dimensions measured at center points of opposing sides. A 36 inch (915 mm) wide minimum entry shall be provided at one end of the long side of the compartment.

Figure 608.2.2 Standard Roll-In Type Shower Compartment Size and Clearance

608.2.3 Alternate Roll-In Type Shower Compartments. Alternate roll-in type shower compartments shall be 36 inches (915 mm) wide and 60 inches (1525 mm) deep minimum clear inside dimensions measured at center points of opposing sides. A 36 inch (915 mm) wide minimum entry shall be provided at one end of the long side of the compartment.

Figure 608.2.3 Alternate Roll-In Type Shower Compartment Size and Clearance

608.3 Grab Bars. Grab bars shall comply with 609 and shall be provided in accordance with 608.3. Where multiple grab bars are used, required horizontal grab bars shall be installed at the same height above the finish floor.
EXCEPTIONS:
1. Grab bars shall not be required to be installed in a shower located in a bathing facility for a single occupant accessed only through a private office, and not for common use or public use provided that reinforcement has been installed in walls and located so as to permit the installation of grab bars complying with 608.3.

608.3.1 Transfer Type Shower Compartments. In transfer type compartments, grab bars shall be provided across the control wall and back wall to a point 18 inches (455 mm) from the control wall.

608.3.2 Standard Roll-In Type Shower Compartments. Where a seat is provided in standard roll-in type shower compartments, grab bars shall be provided on the back wall and the side wall opposite the seat. Grab bars shall not be provided above the seat. Where a seat is not provided in standard roll-in type shower compartments, grab bars shall be provided on three walls. Grab bars shall be installed 6 inches (150 mm) maximum from adjacent walls.

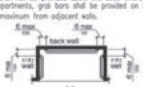


Figure 608.3.2 Grab Bars for Standard Roll-In Type Showers

608.3.3 Alternate Roll-In Type Shower Compartments. In alternate roll-in type shower compartments, grab bars shall be provided on the back wall and the side wall farthest from the compartment entry. Grab bars shall not be provided above the seat. Grab bars shall be installed 6 inches (150 mm) maximum from adjacent walls.

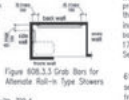


Figure 608.3.3 Grab Bars for Alternate Roll-In Type Showers

608.4 Seats. A folding or non-folding seat shall be provided in transfer type shower compartments. A folding seat shall be provided in roll-in type showers required in transient lodging guest rooms with mobility features complying with 806.2. Seats shall comply with 610.

608.5 Controls. Controls, faucets, and shower spray units shall comply with 309.4.

608.5.1 Transfer Type Shower Compartments. In transfer type shower compartments, the controls, faucets, and shower spray unit shall be installed on the side wall opposite the seat 38 inches (965 mm) minimum and 48 inches (1220 mm) maximum above the shower floor and shall be located on the control wall 15 inches (380 mm) maximum from the centerline of the seat toward the shower opening.

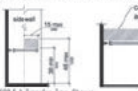


Figure 608.5.1 Transfer Type Shower Compartment Control Location

608.5.2 Standard Roll-In Type Shower Compartments. In standard roll-in type shower compartments, the controls, faucets, and shower spray unit shall be located above the grab bar, but no higher than 48 inches (1220 mm) above the shower floor. Where a seat is provided, the controls, faucets, and shower spray unit shall be located on the side wall adjacent to the seat and shall be located 27 inches (685 mm) maximum from the seat wall.

608.5.3 Alternate Roll-In Type Shower Compartments. In alternate roll-in type shower compartments, the controls, faucets, and shower spray unit shall be located above the grab bar, but no higher than 48 inches (1220 mm) above the shower floor. Where a seat is provided, the controls, faucets, and shower spray unit shall be located on the side wall adjacent to the seat. If inches (685 mm) maximum from the side wall behind the seat or shall be located on the back wall opposite the seat. If inches (380 mm) maximum, left or right, of the centerline of the seat. Where a seat is not provided, the controls, faucets, and shower spray unit shall be located on the side wall farthest from the compartment entry.

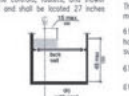


Figure 608.5.3 Alternate Roll-In Type Shower Compartment Control Location

608.6 Shower Spray Unit and Water. A shower spray unit with a hose 59 inches (1500 mm) long minimum that can be used both as a fixed-position shower head and as a hand-held shower shall be provided. The shower spray unit shall have an on/off control with a non-positive shut-off. If an adjustable-height shower head on a vertical bar is used, the bar shall be installed so as not to obstruct the use of grab bars. Bathtub shower spray units shall deliver water that is 120°F (49°C) maximum.
EXCEPTION: A fixed shower head located at 48 inches (1220 mm) maximum above the shower finish floor shall be permitted instead of a hand-held spray unit in facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units.

608.7 Thresholds. Thresholds in roll-in type shower compartments shall be 1/2 inch (13 mm) high maximum in accordance with 302. In transfer type shower compartments, thresholds 1/2 inch (13 mm) high maximum shall be beveled, rounded, or vertical.
EXCEPTION: A threshold 2 inches (51 mm) high maximum shall be permitted in transfer type shower compartments in existing facilities where provision of a 1/2 inch (13 mm) high threshold would disturb the structural reinforcement of the floor slab.

608.8 Shower Enclosures. Enclosures for shower compartments shall not obstruct controls, faucets, and shower spray units or obstruct transfer from wheelchairs onto shower seats.

609 Grab Bars

609.1 General. Grab bars in toilet facilities and bathing facilities shall comply with 609.

609.2 Cross Section. Grab bars shall have a cross section complying with 609.2.1 or 609.2.2.

609.2.1 Circular Cross Section. Grab bars with circular cross sections shall have an outside diameter of 1 1/4 inches (32 mm) minimum and 2 inches (51 mm) maximum.

609.2.2 Non-Circular Cross Section. Grab bars with non-circular cross sections shall have a cross-section dimension of 2 inches (51 mm) maximum and a perimeter dimension of 4 inches (100 mm) minimum and 4.8 inches (120 mm) maximum.

Figure 609.2.2 Grab Bar Non-Circular Cross Section

609.3 Spacing. The space between the wall and the grab bar shall be 1 1/2 inches (38 mm). The space between the grab bar and projecting objects below and at the ends shall be 1 1/2 inches (38 mm) minimum. The space between the grab bar and projecting objects above shall be 12 inches (305 mm) minimum.
EXCEPTION: The space between the grab bars and shower controls, shower fittings, and other grab bars above shall be permitted to be 1 1/2 inches (38 mm) minimum.

Figure 609.3 Spacing of Grab Bars

609.4 Position of Grab Bars. Grab bars shall be installed in a horizontal position, 33 inches (840 mm) minimum and 36 inches (915 mm) maximum above the finish floor measured to the top of the gripping surface, except that at water closets for children's use complying with 604.9, grab bars shall be installed in a horizontal position 18 inches (455 mm) minimum and 27 inches (685 mm) maximum above the finish floor measured to the top of the gripping surface. The height of the lower grab bar on the back wall of a bathtub shall comply with 607.4.1.1 or 607.4.2.1.

609.5 Surface Hazards. Grab bars and any wall or other surfaces adjacent to grab bars shall be free of sharp or abrasive elements and shall have rounded edges.

609.6 Fittings. Grab bars shall not rotate within their fittings.

609.7 Installation. Grab bars shall be installed in any manner that provides a gripping surface at the specified locations and that does not obstruct the required clear floor space.

609.8 Structural Strength. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds (1112 N) is applied at any point on the grab bar, fastener, mounting device, or supporting structure.

610 Seats

610.1 General. Seats in bathtubs and shower compartments shall comply with 610.

610.2 Bathtub Seats. The top of bathtub seats shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum above the bathroom finish floor. The depth of a removable in-tub seat shall be 15 inches (380 mm) minimum and 16 inches (405 mm) maximum. The seat shall be capable of secure placement. Permanent seats at the head end of the bathtub shall be 15 inches (380 mm) deep minimum and shall extend from the side wall to or beyond the outer edge of the bathtub.

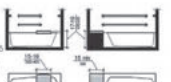


Figure 610.2 Bathtub Seats

610.3 Shower Compartment Seats. Where a seat is provided in a standard roll-in shower compartment, it shall be a folding type, shall be installed on the side wall adjacent to the controls, and shall extend from the back wall to a point within 3 inches (71 mm) of the compartment entry. Where a seat is provided in an alternate roll-in type shower compartment, it shall be a folding type, shall be installed on the front wall opposite the back wall, and shall extend from the adjacent side wall to a point within 3 inches (75 mm) of the compartment entry. In transfer-type showers, the seat shall extend from the back wall to a point within 3 inches (75 mm) of the compartment entry. The top of the seat shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum above the bathroom finish floor. Seats shall comply with 610.3.1 or 610.3.2.

610.3.1 Rectangular Seats. The rear edge of a rectangular seat shall be 2 1/2 inches (64 mm) maximum and the front edge 15 inches (380 mm) minimum and 16 inches (405 mm) maximum from the seat wall. The side edge of the seat shall be 1 1/2 inches (38 mm) maximum from the adjacent wall.

Figure 610.3 Extent of Seat

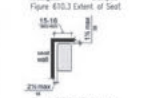


Figure 610.3.2 L-Shaped Shower Seat

610.3.2 L-Shaped Seats. The rear edge of an L-shaped seat shall be 2 1/2 inches (64 mm) maximum and the front edge 15 inches (380 mm) minimum and 16 inches (405 mm) maximum from the seat wall. The rear edge of the "L" portion of the seat shall be 1 1/2 inches (38 mm) maximum from the wall and the front edge shall be 14 inches (355 mm) minimum and 15 inches (380 mm) maximum from the wall. The depth of the "L" shall be 22 inches (560 mm) minimum and 23 inches maximum (585 mm) from the main seat wall.

610.4 Structural Strength. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds (1112 N) is applied at any point on the seat, fastener, mounting device, or supporting structure.

611 Washing Machines and Clothes Dryers

611.1 General. Washing machines and clothes dryers shall comply with 611.

611.2 Clear Floor Space. A clear floor or ground space complying with 305 positioned for parallel approach shall be provided. The clear floor or ground space shall be centered on the appliance.

611.3 Operable Parts. Operable parts, including doors, lint screens, and detergent and bleach compartments shall comply with [illegible].

611.4 Height. Top loading [illegible] shall have the door to the laundry compartment located 36 inches (915 mm) maximum above the finish floor. Front loading machines shall have the bottom of the door to the laundry compartment located 24 inches (610 mm) minimum and 34 inches (915 mm) maximum above the finish floor.

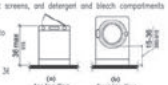


Figure 611.4 Height of Laundry Equipment Opening

612 Saunas and Steam Rooms [illegible]

612.1 General. Saunas and steam rooms shall comply with 612.

612.2 Bench. Where seating is provided in saunas and steam rooms, at least one bench shall comply with 903. Doors shall not swing into the clear floor space required by 903.2.
EXCEPTION: A readily removable bench shall be permitted to obstruct the turning space required by 612.3 and the clear floor or ground space required by 903.2.

612.3 Turning Space. A turning space complying with 304 shall be provided within saunas and steam rooms.

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CHECKED BY:		DV

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SHEET TITLE
ADA STANDARDS

G-103

SHEET 3 OF 4

2010 ADA Standards for Accessible Design
for Public Accommodations and Commercial Facilities: Title III

CHAPTER 7: COMMUNICATION ELEMENTS AND FEATURES

701 General

701.1 Scope. The provisions of Chapter 7 shall apply where required by Chapter 2 or where referenced by a requirement in this document.

702 Fire Alarm Systems

702.1 General. Fire alarm systems shall have permanently installed audible and visible alarms complying with NFPA 72 (1999 or 2002 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1), except that the maximum allowable sound level of audible notification appliances complying with section 4–3.2.1 of NFPA 72 (1999 edition) shall have a sound level no more than 110 dB at the minimum hearing distance from the audible appliance. In addition, alarms in guest rooms required to provide communication features shall comply with sections 4–3 and 4–4 of NFPA 72 (1999 edition) or sections 7.4 and 7.5 of NFPA 72 (2002 edition).

EXCEPTION: Fire alarm systems in medical care facilities shall be permitted to be provided in accordance with industry practice.

703 Signs

703.1 General. Signs shall comply with 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

703.2 Raised Characters. Raised characters shall comply with 703.2 and shall be duplicated in braille complying with 703.3. Raised characters shall be installed in accordance with 703.4.

703.2.1 Depth. Raised characters shall be 1/32 inch (0.8 mm) minimum above their background.

703.2.2 Case. Characters shall be uppercase.

703.2.3 Style. Characters shall be sans serif. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms.

703.2.4 Character Proportions. Characters shall be selected from fonts where the width of the uppercase letter "O" is 55 percent minimum and 110 percent maximum of the height of the uppercase letter "I".

703.2.5 Character Height. Character height measured vertically from the baseline of the character shall be 5/8 inch (51 mm) minimum and 2 inches (51 mm) maximum based on the height of the uppercase letter "I".

EXCEPTION: Where separate raised art visual characters with the same information are provided, raised character height shall be permitted to be 1/2 inch (13 mm) minimum.

Figure 703.2.5 Height of Raised Characters

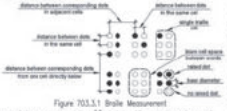

Figure 703.3.1 Braille Measurement

703.2.6 Stroke Thickness. Stroke thickness of the uppercase letter "I" shall be 15 percent maximum of the height of the character.

703.2.7 Character Spacing. Character spacing shall be measured between the two closest points of adjacent raised characters within a message, excluding word spaces. Where characters have curvilinear cross sections, spacing between individual raised characters shall be 1/8 inch (3.2 mm) minimum and 4 times the raised character stroke width maximum. Where characters have other cross sections, spacing between individual raised characters shall be 1/16 inch (1.6 mm) minimum and 4 times the raised character stroke width maximum at the base of the cross sections, and 1/8 inch (32 mm) minimum and 4 times the raised character stroke width maximum at the top of the cross sections. Characters shall be separated from raised borders and decorative elements 3/8 inch (9.5 mm) minimum.

703.2.8 Line Spacing. Spacing between the baselines of separate lines of raised characters within a message shall be 135 percent minimum and 170 percent maximum of the raised character height.

703.3 Braille. Braille shall be contracted (Grade 2) and shall comply with 703.3 and 703.4.

703.3.1 Dimensions and Capitalization. Braille dots shall have a domed or rounded shape and shall comply with Table 703.3.1. The indication of an uppercase letter or letters shall only be used before the first word of sentences, proper nouns and names, individual letters of the alphabet, initials, and acronyms.

Table 703.3.1 Braille Dimensions

Measurement Range	Minimum in Inches to Maximum in Inches
Dot base diameter	0.059 (1.5 mm) to 0.063 (1.6 mm)
Distance between two dots in the same cell	0.090 (2.3 mm) to 0.100 (2.5 mm) measured center to center
Distance between corresponding dots in adjacent cells	0.241 (6.1 mm) to 0.300 (7.6 mm)measured center to center
Dot height	0.025 (0.6 mm) to 0.037 (0.9 mm)
Distance between corresponding dotsfrom one cell directly below	0.395 (10 mm) to 0.400 (10.2 mm)measured center to center

703.3.2 Position. Braille shall be positioned below the corresponding text. If text is multi-lined, braille shall be placed below the entire text. Braille shall be separated 3/8 inch (9.5 mm) minimum from any other tactile characters and 3/8 inch (9.5 mm) minimum from raised borders and decorative elements.

EXCEPTION: Braille provided on elevator car controls shall be separated 3/16 inch (4.8 mm) minimum and shall be located either directly below or adjacent to the corresponding raised characters or symbols.

Figure 703.3.2 Position of Braille

Figure 703.4.1 Height of Tactile Characters Above Finish Floor or Ground

703.4 Installation Height and Location. Signs with tactile characters shall comply with 703.4.

703.4.1 Height Above Finish Floor or Ground. Tactile characters on signs shall be located 48 inches (1220 mm) minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches (1525 mm) maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character.

EXCEPTION: Tactile characters for elevator car controls shall not be required to comply with 703.4.1.

703.4.2 Location. Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side. Where a tactile sign is provided at double doors with one active leaf, the sign shall be located on the inactive leaf. Where a tactile sign is provided at double doors with two active leafs, the sign shall be located to the right of the right hand door. Where there is no wall space at the latch side of a single door or at the right side of double doors, signs shall be located on the nearest adjacent wall. Signs containing tactile characters shall be located so that a clear floor space of 18 inches (455 mm) minimum by 18 inches (455 mm) minimum, centered on the tactile characters, is provided beyond the arc of any door swing between the closed position and 45 degree open position.

EXCEPTION: Signs with tactile characters shall be permitted on the push side of doors with closers and without hold-open devices.

Figure 703.4.2 Location of Tactile Signs at Doors

703.5 Visual Characters. Visual characters shall comply with 703.5.

EXCEPTION: Where visual characters comply with 703.2 and are accompanied by braille complying with 703.3, they shall not be required to comply with 703.5.2 through 703.5.9.

703.5.1 Finish and Contrast. Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

703.5.2 Case. Characters shall be uppercase or lowercase or a combination of both.

703.5.3 Style. Characters shall be conventional in form. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms.

703.5.4 Character Proportions. Characters shall be selected from fonts where the width of the uppercase letter "O" is 55 percent minimum and 110 percent maximum of the height of the uppercase letter "I".

703.5.5 Character Height. Minimum character height shall comply with Table 703.5.5. Viewing distance shall be measured as the horizontal distance between the character and an obstruction preventing further approach towards the sign. Character height shall be based on the uppercase letter "I".

Table 703.5.5 Visual Character Height

Height to Finish Floor or Ground From Baseline of Character	Horizontal Viewing Distance	Minimum Character Height
40 inches (1015 mm) to less than or equal to 70 inches (1780 mm)	less than 72 inches (1830 mm)	5/8 inch (16 mm)
	72 inches (1830 mm) and greater	5/8 inch (16 mm), plus 1/8 inch (12 mm) per foot (305 mm) of viewing distance above 72 inches (1830 mm)
Greater than 70 inches (1780 mm) to less than or equal to 120 inches (3050 mm)	less than 180 inches (4570 mm)	2 inch (51 mm)
	180 inches (4570 mm) and greater	2 inches (51 mm), plus 1/8 inch (12 mm) per foot (305 mm) of viewing distance above 180 inches (4570 mm)
Greater than 120 inches (3050 mm)	less than 21 feet (6400 mm)	3 inch (75 mm)
	21 feet (6400 mm) and greater	3 inches (75 mm), plus 1/8 inch (12 mm) per foot (305 mm) of viewing distance above 21 feet (6400 mm)

703.5.6 Height From Finish Floor or Ground. Visual characters shall be 40 inches (1015 mm) minimum above the finish floor or ground.

EXCEPTION: Visual characters indicating elevator car controls shall not be required to comply with 703.5.6.

703.5.7 Stroke Thickness. Stroke thickness of the uppercase letter "I" shall be 10 percent minimum and 30 percent maximum of the height of the character.

703.5.8 Character Spacing. Character spacing shall be measured between the two closest points of adjacent characters, excluding word spaces. Spacing between individual characters shall be 10 percent minimum and 35 percent maximum of character height.

703.5.9 Line Spacing. Spacing between the baselines of separate lines of characters within a message shall be 135 percent minimum and 170 percent maximum of the character height.

703.6 Pictograms. Pictograms shall comply with 703.6.

703.6.1 Pictogram Field. Pictograms shall have a field height of 6 inches (150 mm) minimum. Characters and braille shall not be located in the pictogram field.

703.6.2 Field and Contrast. Pictograms and their field shall have a non-glare finish. Pictograms shall contrast with their field with either a light pictogram on a dark field or a dark pictogram on a light field.

Figure 703.6.1 Pictogram Field

703.6.3 Text Descriptors. Pictograms shall have text descriptors located directly below the pictogram field. Text descriptors shall comply with 703.2, 703.5 and 703.4.

703.7 Symbols of Accessibility. Symbols of accessibility shall comply with 703.7.

703.7.1 Finish and Contrast. Symbols of accessibility and their backgrounds shall have a non-glare finish. Symbols of accessibility shall contrast with their background with either a light symbol on a dark background or a dark symbol on a light background.

703.7.2 Symbols.

703.7.2.1 International Symbol of Accessibility. The International Symbol of Accessibility shall comply with Figure 703.7.2.1.

703.7.2.2 International Symbol of TTY. The International Symbol of TTY shall comply with Figure 703.7.2.2.

703.7.2.3 Volume Control Telephones. Telephones with a volume control shall be identified by a pictogram of a telephone handset with radiating sound waves on a square field such as shown in Figure 703.7.2.3.

703.7.2.4 Assistive Listening Systems. Assistive listening systems shall be identified by the International Symbol of Access for Hearing Loss complying with Figure 703.7.2.4.

Figure 703.7.2.1 International Symbol of Accessibility

Figure 703.7.2.2 International Symbol of TTY

Figure 703.7.2.3 Volume Control Telephone

Figure 703.7.2.4 International Symbol of Access for Hearing Loss

704 Telephones

704.1 General. Public telephones shall comply with 704.

704.2 Clear Floor or Ground Space. A clear floor or ground space complying with 305 shall be provided. The clear floor or ground space shall not be obstructed by bases, enclosures, or seats.

704.2.1 Parallel Approach. Where a parallel approach is provided, the distance from the edge of the telephone enclosure to the face of the telephone unit shall be 10 inches (255 mm) maximum.

Figure 704.2.1.1 Parallel Approach to Telephone

704.2.1.2 Forward Approach. Where a forward approach is provided, the distance from the front edge of a counter within the telephone enclosure to the face of the telephone unit shall be 22 inches (510 mm) maximum.

Figure 704.2.1.2 Foward Approach to Telephone

704.2.2 Operable Parts. Operable parts shall comply with 309. Telephones shall have push-button controls where such service is available.

704.2.3 Telephone Directories. Telephone directories, where provided, shall be located in accordance with 308.

704.2.4 Cord Length. The cord from the telephone to the handset shall be 29 inches (735 mm) long minimum.

704.3 Volume Control Telephones. Public telephones required to have volume controls shall be equipped with a receive volume control that provides a gain adjustable up to 20 dB minimum. For incremental volume control, provide at least one intermediate step of 12 dB of gain minimum. An automatic reset shall be provided.

704.4 TTYs. TTYs required at a public pay telephone shall be permanently affixed within, or adjacent to, the telephone enclosure. Where an acoustic coupler is used, the telephone cord shall be sufficiently long to allow connection of the TTY and the telephone receiver.

704.4.1 Height. When in use, the touch surface of TTY keypads shall be 54 inches (865 mm) minimum above the finish floor.

EXCEPTION: Where seats are provided, TTYs shall not be required to comply with 704.4.1.

704.5 TTY Shelf. Public pay telephones required to accommodate portable TTYs shall be equipped with a shelf and an electrical outlet within or adjacent to the telephone enclosure. The telephone handset shall be capable of being placed flush on the surface of the shelf. The shelf shall be capable of accommodating a TTY and shall have 6 inches (150 mm) minimum vertical clearance above the area where the TTY is to be placed.

705 Detectable Warnings

705.1 General. Detectable warnings shall consist of a surface of truncated domes and shall comply with 705.

705.1.1 Dome Size. Truncated domes in a detectable warning surface shall have a base diameter of 0.9 inch (23 mm) minimum and 1.4 inches (36 mm) maximum, a top diameter of 50 percent of the base diameter minimum to 65 percent of the base diameter maximum, and a height of 0.2 inch (5.1 mm).

705.1.2 Dome Spacing. Truncated domes in a detectable warning surface shall have a center-to-center spacing of 1.6 inches (41 mm) minimum and 2.4 inches (61 mm) maximum, and a base-to-base spacing of 0.65 inch (17 mm) minimum, measured between the most adjacent domes on a square grid.

705.1.3 Contrast. Detectable warning surfaces shall contrast visually with adjacent walking surface either light-on-dark, or dark-on-light.

Figure 705.1 Size and Spacing of Truncated Domes

705.2 Platform Edges. Detectable warning surfaces at platform boarding edges shall be 24 inches (610 mm) wide and shall extend the full length of the public use areas of the platform.

706 Assistive Listening Systems

706.1 General. Assistive listening systems required in assembly areas shall comply with 706.

706.2 Receiver Jacks. Receivers required for use with an assistive listening system shall include a 1/8 inch (3.2 mm) standard mono jack.

706.3 Receiver Hearing-Aid Compatibility. Receivers required to be hearing-aid compatible shall interface with telecoils in hearing aids through the provision of necklaces.

706.4 Sound Pressure Level. Assistive listening systems shall be capable of providing a sound pressure level of 110 dB minimum and 118 dB maximum with a dynamic range on the volume control of 50 dB.

706.5 Signal-to-Noise Ratio. The signal-to-noise ratio for internally generated noise in assistive listening systems shall be 18 dB minimum.

706.6 Peak Clipping Level. Peak clipping shall not exceed 18 dB of clipping relative to the peaks of speech.

707 Automatic Teller Machines and Fare Machines

707.1 General. Automatic teller machines and fare machines shall comply with 707.

707.2 Clear Floor or Ground Space. A clear floor or ground space complying with 305 shall be provided. EXCEPTION: Clear floor or ground space shall not be required at drive-up only automatic teller machines and fare machines.

707.3 Operable Parts. Operable parts shall consist of a set of discrete input controls with each control having a clear and distinct appearance. Each operable part shall be capable of being operated with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum. Each operable part shall be operable with a single stroke. Each operable part shall be identified by a label that is located adjacent to it and that is permanently affixed, or by touch. Each operable part shall be located within one reach range specified in 308. Operable parts shall be separated by a minimum clear space of 1/2 inch (13 mm).

EXCEPTION: Where operable parts are provided for each function, they shall not be required to comply with 707.3.

707.4 Privacy. Automatic teller machines shall provide the opportunity for the same degree of privacy of input and output available to all individuals.

707.5 Speech Output. Machines shall be speech enabled. Operating instructions and orientation, visible transaction prompts, user input verification, error messages, and all displayed information for full use shall be accessible to and independently usable by individuals with vision impairments. Speech shall be delivered through a mechanism that is readily available to all users, including but not limited to, an industry standard connector or a telephone handset. Speech shall be recorded or digitized human, or synthesized.

EXCEPTIONS:

1. Audible tones shall be permitted instead of speech for visible output that is not displayed for security purposes, including but not limited to, asterisks representing personal identification numbers.

2. Advertisements and other similar information shall not be required to be audible unless they convey information that can be used in the transaction being conducted.

3. Where speech synthesis cannot be supported, dynamic alphabetic output shall not be required to be audible.

707.5.1 User Control. Speech shall be capable of being repeated or interrupted. Volume control shall be provided for the speech function.

EXCEPTION: Speech output for any single function shall be permitted to be automatically interrupted when a transaction is selected.

707.5.2 Receipts. Where receipts are provided, speech output devices shall provide audible balance inquiry information, error messages, and all other information on the printed receipt necessary to complete or verify the transaction.

EXCEPTIONS:

1. Machine location, date and time of transaction, customer account number, and the machine identifier shall not be required to be audible.

2. Information on printed receipts that duplicates information available on-screen shall not be required to be presented in the form of an audible receipt.

3. Printed copies of bank statements and checks shall not be required to be audible.

707.6 Input. Input devices shall comply with 707.6.

707.6.1 Input Controls. At least one tactilely discernible input control shall be provided for each function. When provided, key surfaces not on active areas of display screens shall be raised above surrounding surfaces. Where membrane keys are the only method of input, each shall be tactilely discernable from surrounding surfaces and adjacent keys.

Figure 707.6.2 Numeric Key Layout

707.6.2 Numeric Keys. Numeric keys shall be arranged in a 12-key ascending or descending telephone keypad layout. The number five key shall be tactilely distinct from the other keys.

707.6.3 Function Keys. Function keys shall comply with 707.6.3.

707.6.3.1 Contrast. Function keys shall contrast visually from background surfaces. Characters and symbols on key surfaces shall contrast visually from key surfaces. Visual contrast shall be either light-on-dark or dark-on-light.

EXCEPTION: Tactile symbols required by 707.6.3.2 shall not be required to comply with 707.6.3.1.

707.6.3.2 Tactile Symbols. Function key surfaces shall have tactile symbols as follows: Enter or Proceed key: raised arrow. Clear or Correct key: raised left arrow. Cancel key: raised letter ex. Add Value key: raised plus sign. Decrease Value key: raised minus sign.

707.7 Display Screen. The display screen shall comply with 707.7.

EXCEPTION: Drive-up only automatic teller machines and fare machines shall not be required to comply with 707.7.1.

707.7.1 Visibility. The display screen shall be visible from a point located 40 inches (1015 mm) above the center of the clear floor space in front of the machine.

707.7.2 Characters. Characters displayed on the screen shall be in a sans serif font. Characters shall be 3/16 inch (4.8 mm) high minimum based on the uppercase letter "I". Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

707.8 Braille Instructions. Braille instructions for initiating the speech mode shall be provided. Braille shall comply with 703.3.

708 Two-Way Communication Systems

708.1 General. Two-way communication systems shall comply with 708.

708.2 Audible and Visual Indicators. The system shall provide both audible and visual signals.

708.3 Handsets. Handset cords, if provided, shall be 29 inches (735 mm) long minimum.

CHAPTER 9: BUILT-IN ELEMENTS

901 General

901.1 Scope. The provisions of Chapter 9 shall apply where required by Chapter 2 or where referenced by a requirement in this document.

902 Dining Surfaces and Work Surfaces

902.1 General. Dining surfaces and work surfaces shall comply with 902.2 and 902.3.

EXCEPTION: Dining surfaces and work surfaces for children's use shall be permitted to comply with 902.4.

902.2 Clear Floor or Ground Space. A clear floor space complying with 305 positioned for a forward approach shall be provided. Knee and toe clearance complying with 306 shall be provided.

902.3 Height. The tops of dining surfaces and work surfaces shall be 28 inches (710 mm) minimum and 34 inches (865 mm) maximum above the finish floor or ground.

902.4 Dining Surfaces and Work Surfaces for Children's Use. Accessible dining surfaces and work surfaces for children's use shall comply with 902.4.

EXCEPTION: Dining surfaces and work surfaces that are used primarily by children 5 years and younger shall not be required to comply with 902.4 where a clear floor or ground space complying with 305 positioned for a parallel approach is provided.

902.4.1 Clear Floor or Ground Space. A clear floor space complying with 305 positioned for forward approach shall be provided. Knee and toe clearance complying with 306 shall be provided, except that knee clearance 24 inches (610 mm) minimum above the finish floor or ground shall be permitted.

902.4.2 Height. The tops of tables and counters shall be 26 inches (660 mm) minimum and 30 inches (760 mm) maximum above the finish floor or ground.

903 Benches

903.1 General. Benches shall comply with 903.

903.2 Clear Floor or Ground Space. Clear floor or ground space complying with 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench.

903.3 Size. Benches shall have seats that are 42 inches (1065 mm) long minimum and 20 inches (510 mm) deep minimum and 24 inches (610 mm) deep maximum.

903.4 Back Support. The bench shall provide for back support. The back support shall be affixed to a wall. Back support shall be 42 inches (1065 mm) long minimum and shall extend from a point 2 inches (51 mm) maximum above the seat surface to a point 18 inches (455 mm) minimum above the seat surface. Back support shall be 1 1/2 inches (64 mm) maximum from the rear edge of the seat measured horizontally.

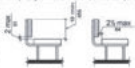

Figure 903.4 Bench Back Support

903.5 Height. The top of the bench seat surface shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum above the finish floor or ground.

903.6 Structural Strength. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds (1112 N) is applied at any point on the seat, fastener, mounting device, or supporting structure.

903.7 Wet Locations. Where installed in wet locations, the surface of the seat shall be slip resistant and shall not accumulate water.

904 Check-Out Aisles and Sales and Service Counters

904.1 General. Check-out aisles and sales and service counters shall comply with the applicable requirements of 904.

904.2 Approach. All portions of counters required to comply with 904 shall be located adjacent to a walking surface complying with 403.

904.3 Check-Out Aisles. Check-out aisles shall comply with 904.3.

904.3.1 Aisle Aisles shall comply with 403.

904.3.2 Counter. The counter surface height shall be 36 inches (965 mm) maximum above the finish floor or ground. The top of the counter edge protection shall be 2 inches (51 mm) maximum above the top of the counter surface on the aisle side of the check-out counter.

904.3.3 Check Writing Surfaces. Where provided, check writing surfaces shall comply with 902.3.

904.4 Sales and Service Counters. Sales counters and service counters shall comply with 904.4.1 or 904.4.2. The accessible portion of the counter top shall extend the same depth as the sales or service counter top.

EXCEPTION: In alterations, when the provision of a counter complying with 904.4 would result in a reduction of the number of existing counters or work stations or a reduction of the number of existing mail boxes, the counter shall be permitted to have a portion which is 24 inches (610 mm) long minimum complying with 904.4.1 provided that the required clear floor or ground space is centered on the accessible length of the counter.

Figure 904.3.2 Check-Out Aisle Counters

Figure 904.4 (Exception) Alteration of Sales and Service Counters

904.4.1 Parallel Approach. A portion of the counter surface that is 36 inches (915 mm) long minimum and 36 inches (915 mm) high maximum above the finish floor shall be provided. A clear floor or ground space complying with 305 shall be positioned for a parallel approach adjacent to the 36 inch (915 mm) minimum length of counter.

EXCEPTION: Where the provided counter surface is less than 36 inches (915 mm) long, the entire counter surface shall be 36 inches (915 mm) high maximum above the finish floor.

904.4.2 Forward Approach. A portion of the counter surface that is 30 inches (760 mm) long minimum and no higher than 36 inches (915 mm) high maximum shall be provided. Knee and toe space complying with 306 shall be provided under the counter. A clear floor or ground space complying with 305 shall be positioned for a forward approach to the counter.

904.5 Food Service Lines. Counters in food service lines shall comply with 904.5.

904.5.1 Self-Service Shelves and Dispensing Devices. Self-service shelves and dispensing devices for tableware, dinnerware, condiments, food and beverages shall comply with 308.

904.5.2 Tray Slides. The tops of tray slides shall be 28 inches (710 mm) minimum and 34 inches (865 mm) maximum above the finish floor or ground.

904.6 Security Glazing. Where counters or teller windows have security glazing to separate personnel from the public, a method to facilitate voice communication shall be provided. Telephone handset devices, if provided, shall comply with 704.3.

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SUITE 620 | WACO, TEXAS 76712

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION

PROJECT NO: TALX2100224
DRAWN BY: RAA
DESIGNED BY: DV
CHECKED BY: DV

100% CONSTRUCTION DOCUMENTS

SHEET TITLE
ADA STANDARDS

G-104

SHEET 4 OF 4

1 LIFE SAFETY PLAN

SCALE: 1/16"=1'0"

2015 INTERNATIONAL BUILDING CODE

OCCUPANCY: I-3

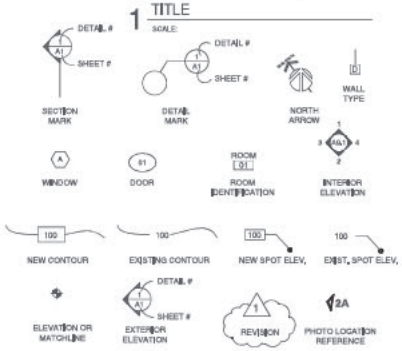
EXIT WIDTH/EXIT CAPACITY

RE: A-111 FOR WALL TYPE PLAN

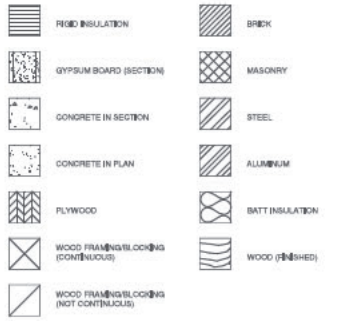
ABBREVIATIONS

ABV.	ABOVE
A.C.T.	ACOUSTICAL CEILING TILE
ACM	ALUMINUM COMPOSITE MATERIAL
ADJ.	ADJUSTABLE
A.F.F.	ABOVE FINISH FLOOR
ALUM.	ALUMINUM
ANOD.	ANODIZED
ARCH.	ARCHITECT(URAL)
BLDG.	BUILDING
B.U.R.	BUILT UP ROOF
C.J.	CONTROL JOINT
CLG.	CEILING
CONC.	CONCRETE
CONT.	CONTINUOUS
C.T.	CERAMIC TILE
DIA.	DIAMETER
DK	DARK
D.S.	DOWN SPOUT
DWG.	DRAWING
DW	DISHWASHER
EXIST.	EXISTING
EA.	EACH
E.J.	EXPANSION JOINT
ELEC.	ELECTRICAL
EL.	ELEVATION
EQ.	EQUAL
EQUIP.	EQUIPMENT
E.W.C.	ELECTRIC WATER COOLER
FIN.	FINISH(ES)(ED)
F.E.	FIRE EXTINGUISHER
F.E.C.	FIRE EXTINGUISHER CABINET
F.D.C.	FIRE DEPARTMENT CONNECTION
F.D.	FLOOR DRAIN
FL.	FLOW
F.O.C.	FACE OF CONCRETE
F.O.F.	FACE OF FINISH
F.O.S.	FACE OF STUD
FRP	FIBERGLASS REINFORCED PLASTIC
GALV.	GALVANIZED
GA.	GAUGE or GAGE
G.C.	GENERAL CONTRACTOR
GYP. BD.	GYPSUM BOARD
H.C.	HOLLOW CORE
H.M.	HOLLOW METAL
HORIZ.	HORIZONTAL
HT.	HEIGHT
I.D.	INSIDE DIAMETER
ISO.	ISOMETRIC
JT.	JOINT
K.S.	KNEE SPACE
LAV.	LAVATORY
MAX.	MAXIMUM
MBM	METAL BUILDING MANUFACTURER
MECH.	MECHANICAL
MET.	METAL
MFR.	MANUFACTURER
M.R.	MOISTURE RESISTANT
MTL.	MATERIAL
(N)	NEW
NAT.	NATURAL
N.I.C.	NOT IN CONTRACT
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
O.F.	OVERFLOW DRAIN
O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
OPG.	OPENING
OPP.	OPPOSITE
PTN.	PAIR
PRKG.	PARKING
PLAS. LAM.	PLASTIC LAMINATE
PL.	PLATE
RE:	REFER (TO)
REF.	REFRIGERATOR
REINF.	REINFORCE(D)
REQD.	REQUIRED
R.D.	ROOF DRAIN
RND.	ROUND
R.O.	ROUGH OPENING
S.C.	SOLID CORE
S.F.	SQUARE FEET
SIM.	SIMILAR
SPEC.	SPECIFICATIONS
S.S.	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STRUCT.	STRUCTURAL
T.	TREAD
T.O.S.	TOP OF STEEL
T.O.C.	TOP OF CONCRETE/CURB
T.O.M.	TOP OF MASONRY
T.O.R.	TOP OF ROOF
T.O.W.	TOP OF WALL
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
V.C.T.	VINYL COMPOSITION TILE
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
V.W.C.	VINYL WALL COVERING
W/	WITH
W.C.	WATER CLOSET
W.H.	WATER HEATER
W.R.	WATER RESISTANT
W.W.F.	WELDED WIRE FABRIC

SYMBOLS LEGEND



MATERIAL LEGEND



ACCESSIBILITY NOTES

AS PER TAS 2010 STANDARDS, CHAPTER 4 SECTION 404.1 GENERAL EXCEPTION NOTE: DOORS, DOORWAYS, AND GATES DESIGNED TO BE OPERATED ONLY BY SECURITY PERSONNEL SHALL NOT BE REQUIRED TO COMPLY WITH 404.2.7, 404.2.8, 404.2.9, 404.3.2 AND 404.3.4 THROUGH 404.3.7

DOORS INCLUDED:
105, 106, 112, 116, 117, 125

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SUITE 620 ■ WACO, TEXAS 76712

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION
2	5-24-23	ASI-2 SET
1	5-24-23	ASI-1 SET

PROJECT NO: TALK2100224
DRAWN BY: RAA
DESIGNED BY: DV
CHECKED BY: DV

SHEET TITLE
GENERAL NOTES

A-001

SHEET 1 OF 14

MESH PARTITION SPECIFICATIONS

LEVEL 9 Galvannealed Steel Vantage-Wall - Door & Frame
Model: S-D13-P

PART 1 GENERAL
1.01 Description
The barriers shown on the plans and herein specified are the products of Kane Architectural Innovations, Erie, Pennsylvania. This manufacturer's name and products have been used to establish the standards of construction and quality of workmanship required for this project. Manufacturers bidding on this project must be actively engaged in the fabrication of specified items for a minimum of five (5) years prior to the bid date. Manufacturers requesting approval to bid their products as equal must submit to the Architect full-size drawings, including details of construction, and a complete operating barrier sample, ten (10) days prior to the bid date.

1.02 Submittals
A. Manufacturer shall submit shop drawings, showing details of attachment to surround materials and elevations showing scope of the project.
B. Samples of materials as may be requested without cost to owner: frame sections, woven rod panel, fasteners, mullion section, corner section, etc.

1.03 Warranty
The operation of the barrier supplied by Kane Architectural Innovations on the designated project is warranted for one (1) year against any proven defective material or parts, as called for in the specifications and approved shop drawings. This warranty does not cover abuse by others.

PART 2 PRODUCTS
2.01 Acceptable Manufacturers or approved equal
Kane Architectural Innovations, Erie, PA
(800) 779-2439

2.02 Main Frame
A. The main frame shall be built-up tubular type, measuring 1-3/4" [44.45] x 2-1/2" [63.5], with fixed concealment plates. The open channel frame members shall be formed of not less than 12-gauge A60 galvannealed sheet steel and shall have individual slots along the inner edges to support the woven rod panel. The corners of the main frame shall be notched for self-aligning and robotically welded.
B. Concealment plates of 12-gauge A60 galvannealed steel shall be welded to the back of the main frame approximately 8" [203.2] on center to complete the tubular shape.
C. Braces shall be built-up tubular type, measuring 8-1/2" [215.9] x 2-1/2" [63.5], with fixed concealment plates. Braces shall be formed of not less than 12-gauge A60 galvannealed sheet steel.

2.03 Finish
All interior and exterior surfaces of the main frame, rods and concealment plates shall be thoroughly cleaned in a 5-step bonderizing process. The surfaces shall receive an electrostatically applied thermoplastic, polyester powder coating (2.5 mil min. thickness) which shall be applied and baked to a hard mar-resistant finish in one of Kane's standard colors.
- Color to match existing.

2.04 Rods
- Woven rod panels shall be fabricated from double crimped, low carbon, ASTM A641 pre-galvanized steel, ¼" [6.35] diameter rods, woven with 2" [50.8] open space.
- Woven rod panels shall be fabricated from double crimped, low carbon, ASTM A641 pre-galvanized steel 3/8" [9.52] diameter rods, woven with 2" [50.8] open space.

2.05 Rod Attachment
Woven rod panels shall be installed symmetrically into the slotted main frame. Slots shall be centered according to the rod pattern. Each rod shall penetrate into each slot where it contacts the main frame. Every other rod shall be welded into the slot at both ends where it penetrates the main frame.

PART 3 EXECUTION
3.01 Inspection
Verify that openings fit allowable tolerances are plumb, level, provide a solid anchoring surface and comply with approved shop drawings.

3.02 Installation
A. Install in accordance with approved shop drawings and specifications.
B. Plumb and align faces in a single plane and erect barriers square and true, adequately anchored.
C. After completion of installation, barriers shall be adjusted, in working order and clean.

PART 4 ENVIRONMENTAL REPORTING
4.01 LEED Materials and Resources
A. Recycled Content: This product contributes toward satisfying Credit 4 under LEED.
B. Regional Material: This product can contribute toward satisfying Credit 5 under LEED.

LEVEL 9 Fixed Steel Vantage-Wall Barrier
Model: S-W13-2

PART 1 GENERAL
1.01 Description
The barriers shown on the plans and herein specified are the products of Kane Architectural Innovations Erie, Pennsylvania. This manufacturer's name and products have been used to establish the standards of construction and quality of workmanship required for this project. Manufacturers bidding on this project must be actively engaged in the fabrication of specified items for a minimum of five (5) years prior to the bid date. Manufacturers requesting approval to bid their products as equal must submit to the Architect full-size drawings, including details of construction, and a complete barrier sample, ten (10) days prior to the bid date.

1.02 Submittals
A. Manufacturer shall submit shop drawings, showing details of attachment to surround materials and elevations showing scope of the project.
B. Samples of materials may be requested without cost to owner: frame sections, woven rod panel, fasteners, mullion section, corner section, etc.

1.03 Warranty
The operation of the barrier supplied by Kane Architectural Innovations on the designated project is warranted for one (1) year against any proven defective material or parts, as called for in the specifications and approved shop drawings. This warranty does not cover abuse by others.

PART 2 PRODUCTS
2.01 Acceptable Manufacturers or approved equal
Kane Architectural Innovations, Erie, PA
(800) 779-2439

2.02 Main Frame
A. The main frame shall be built-up tubular type, measuring 1-3/4" [44.45] x 3-1/8" [83.5], with fixed concealment plates. The open channel frame members shall be formed of not less than 12-gauge sheet steel and shall have individual slots along the inner edges to support the woven rod panel. The corners of the main frame shall be notched for self-aligning and robotically welded.
B. Concealment plates of 12-gauge steel shall be welded to the back of the main frame approximately 8" [203.2] on center to complete the tubular shape.
C. Braces shall be built-up tubular type, measuring 1-1/4" [31.75] x 2-1/2" [63.5], with fixed concealment plates. Braces shall be formed of not less than 12-gauge sheet steel and furnished when required.

2.03 Perimeter Channel
Perimeter channel shall be a formed channel 1-3/4" [44.45] x 2-1/16" [52.39] x 1-3/4" [44.45] of not less than 12-gauge sheet steel. Channels provided in stock lengths with factory punched 1/4" [6.35] diameter holes approximately 12" [304.8] on center for attachment to structure.

2.04 Finish
All exterior surfaces of the main frame, concealment plates and rod shall be thoroughly cleaned in a 5-step bonderizing process. The surfaces shall receive an electrostatically applied thermoplastic, polyester powder coating (2.5 mil min. thickness) which shall be applied and baked to a hard mar-resistant finish in one of Kane's standard colors.
- White
- Black
- Dark Bronze
- Beige
- Gray
- Custom colors are available at additional cost with submission of color sample.

2.05 Rods
- Woven rod panels shall be fabricated from double crimped, low carbon, mild steel 1/4" [6.35] diameter rods, woven with 2" [50.8] open space.
- Woven rod panels shall be fabricated from double crimped, low carbon, mild steel 3/8" [9.52] diameter rods, woven with 2" [50.8] open space.

2.06 Rod Attachment
Woven rod panels shall be installed symmetrically into the slotted main frame. Slots shall be centered according to the rod pattern. Each rod shall penetrate into each slot where it contacts the main frame. Every other rod shall be welded into the slot at both ends where it penetrates the main frame.

PART 3 EXECUTION
3.01 Inspection
Verify that openings fit allowable tolerances are plumb, level, provide a solid anchoring surface and comply with approved shop drawings.

3.02 Installation
A. Install in accordance with approved shop drawings and specifications.
B. Plumb and align faces in a single plane and erect barriers square and true, adequately anchored to structure.
C. After completion of installation, barriers shall be adjusted, in working order and clean.

PART 4 ENVIRONMENTAL REPORTING
4.01 LEED Materials and Resources
A. Recycled Content: This product contributes toward satisfying Credit 4 under LEED.
B. Regional Material: This product can contribute toward satisfying Credit 5 under LEED.

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WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

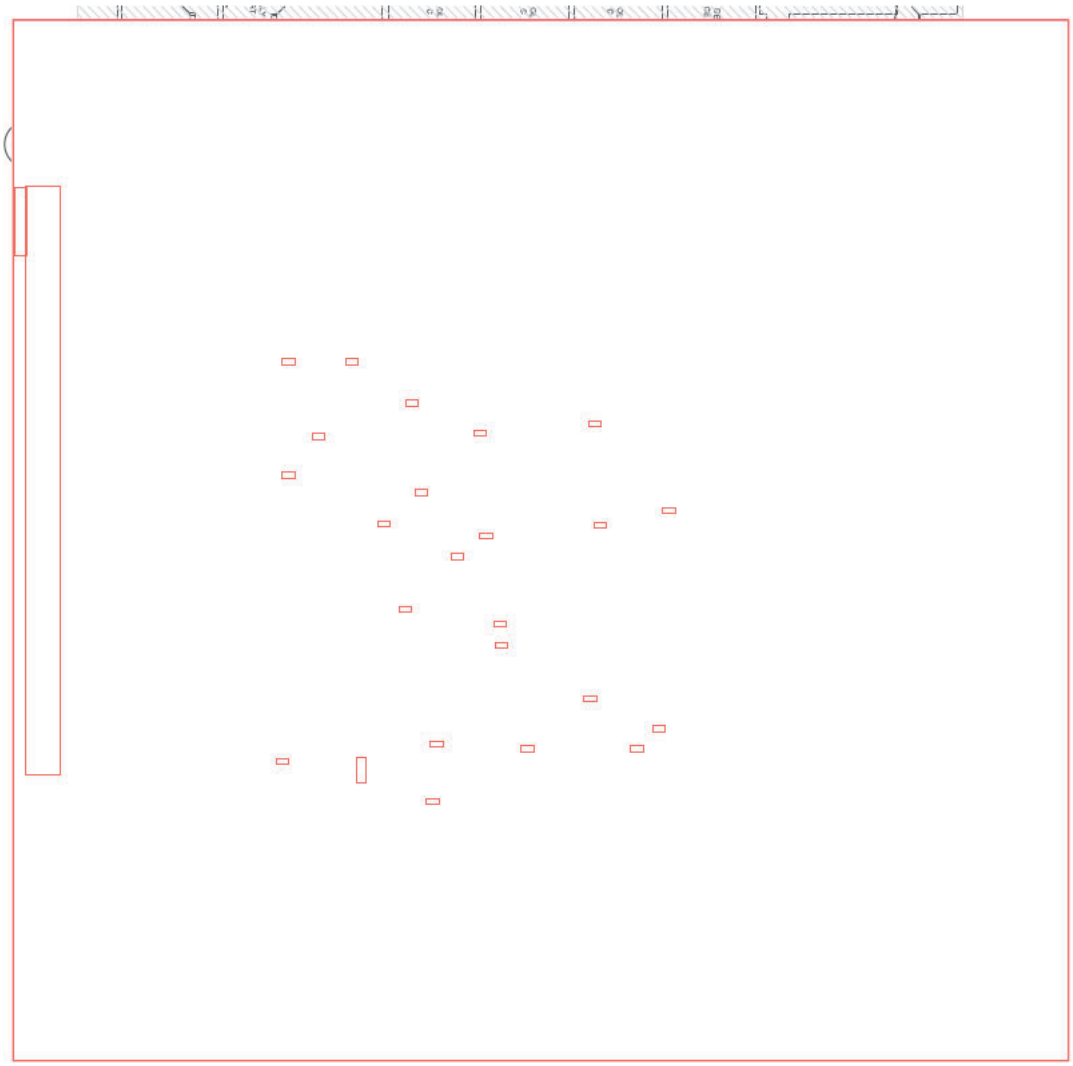
MARK	DATE	DESCRIPTION

PROJECT NO: TALK2100224
DRAWN BY: RAA
DESIGNED BY: DV
CHECKED BY: DV

ASI1 CONFORMED
SET 1-24-23

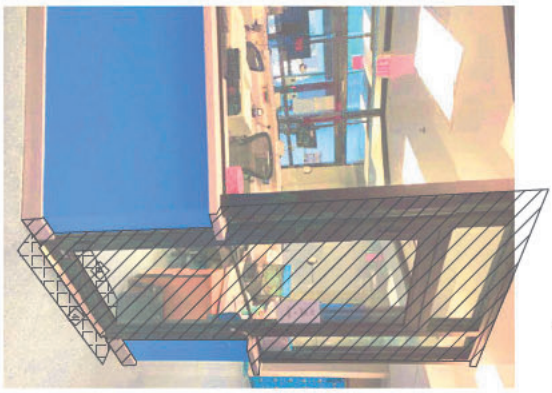
SHEET TITLE
PROJECT
SPECS

A-002



AREA SHOWN ON PHOTO TO BE ALTERED/REMOVED

DASHED = EXISTING TO BE REMOVED



JAIL KEY PLAN

3 of 14

SHEET TITLE

ASI CONFORMED SET 1-24-23

DRAWN BY:

DESIGNED BY:

CHECKED BY:

PROJECT NO:

CP&Y

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SURVEYORS

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SUITE 620 ■ WACO, TEXAS 76712

TRIAD inc. engineers

Texas Firm F-3271
Ph: 512.451.8579

LEGEND

ALL SPACES IN AREA TO REMAIN UNALTERED DURING THIS CONSTRUCTION PHASE.

EXISTING WALL TO REMAIN

NEW STUD WALL

NEW CMU WALL W/ FULL GROUTED CELLS, WHERE INFILLING OPENINGS, MATCH EXIST. CMU WIDTH

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD OR FACE OF MASONRY UNLESS NOTED OTHERWISE.

2. ALL CONSTRUCTION TO BE IN COMPLIANCE WITH THE LATEST EDITION OF THE TEXAS DEPARTMENT OF LICENSING AND REGULATION - ARCHITECTURAL BARRIERS. ANY CONDITION CONTRARY TO THESE STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.

3. CONFIRM AT EACH AND EVERY CABINETRY LOCATION IN ORDER TO INSURE THE FOLLOWING ARE PROVIDED: CONTINUOUS CAULK BEAD WHERE BASE AND UPPER CABINETS MEET ADJACENT WALL SURFACES, AND CONTINUOUS CAULK BEAD WHERE COUNTERTOPS MEET WITH SPLASH/EDGE.

4. STUDS TO BE 6" METAL U.N.O. CMU TO BE 8" U.N.O.

5. ALL IMPROVEMENTS REMOVED OR DAMAGED BY CONSTRUCTION OPERATIONS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO BEGINNING CONSTRUCTION.

6. CONTRACTOR TO MAINTAIN FIRE SYSTEM IN WORKING ORDER FOR THE DURATION OF THE PROJECT. NOTIFY OWNER

REL
M

TALEX inc. engineers
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WILLIAMSON COUNTY MAGISTRATE COURT

306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION
	5-01-23	ASI-2 SET
	5-23-23	ASI-1 SET

PROJECT NO:	TALX2100224
DRAWN BY:	RAA
DESIGNED BY:	DV
CHECKED BY:	DV

SHEET TITLE
FLOOR PLAN
NORTH JAIL
1ST FLOOR

A-111

SHEET 4 OF 14

LEGEND

- ALL SPACES IN AREA TO REMAIN UNALTERED DURING THIS CONSTRUCTION PHASE.
- EXISTING WALL TO REMAIN
- NEW STUD WALL
- NEW PARTIAL HEIGHT WALL, RE: DETAIL 3/A-401
- NEW CMU WALL W/ FULL GROUTED CELLS, WHERE INFILLING OPENINGS, MATCH EXIST. CMU WIDTH

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SUITE 620 ■ WACO, TEXAS 76712

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION

PROJECT NO:	TAIX21000224
DRAWN BY:	RAA
DESIGNED BY:	DV
CHECKED BY:	DV

ASI CONFORMED
SET 1-24-23

SHEET TITLE
FLOOR PLAN
NORTH JAIL
1ST FLOOR

A-112

SHEET 5 OF 14

A-120

SHEET 6 OF 14

SHEET TITLE

REFLECTED CEILING PLAN

DRAWN BY:	RAA
DESIGNED BY:	DV
CHECKED BY:	DV

MARK	DATE	DESCRIPTION
3	3/24/23	ADDED SHEET
2	3/24/23	ADDED SHEET
1	3/24/23	ADDED SHEET

PROJECT NO: TAJC2100234

WILLIAMSON COUNTY MAGISTRATE COURT

306 W. 4TH STREET
GEORGETOWN, TX 78626

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MAGISTRATE COURT
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SUITE 620 ■ WACO, TEXAS 76712

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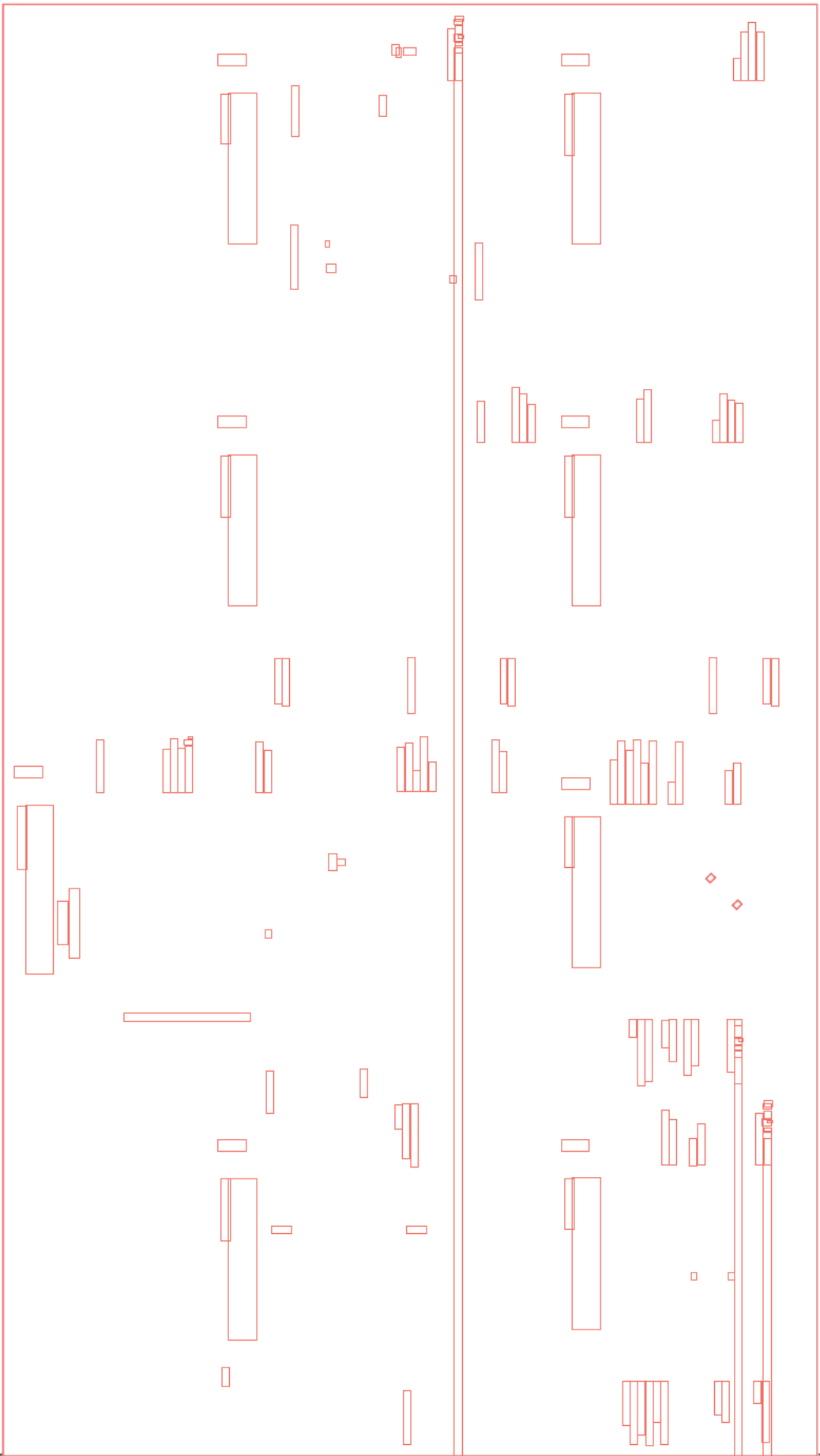
MARK	DATE	DESCRIPTION

PROJECT NO: TALX2100224
DRAWN BY: RAA
DESIGNED BY: DV
CHECKED BY: DV

ASI CONFORMED SET 1-24-23

SHEET TITLE
INTERIOR ELEVATIONS

A-401
SHEET 7 OF 14



SHEET TITLE	PROJECT DETAILS
SHEET	A-501
	8 OF 14

ASI CONFORMED SET 1-24-23

DRAWN BY:	RAA
DESIGNED BY:	DV
CHECKED BY:	DV
PROJECT NO:	TAUX2100024

NO.	DATE	DESCRIPTION

WILLIAMSON COUNTY MAGISTRATE COURT

306 W. 4TH STREET
GEORGETOWN, TX 78626

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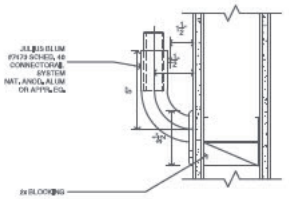
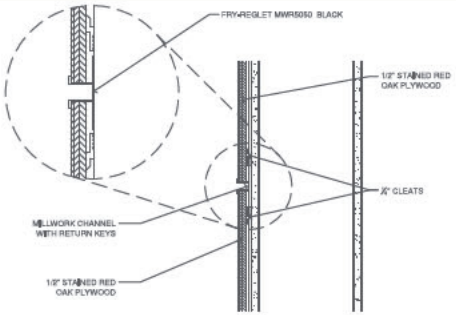
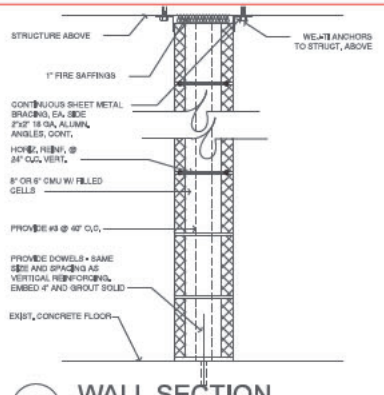


5 HANDRAIL DETAIL
SCALE: 3"=1'-0"



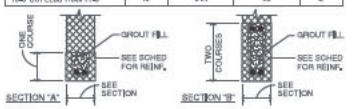
6 WALL TRIM DETAIL
SCALE: NTS



7 WALL SECTION
SCALE: 1 1/2"=1'-0"

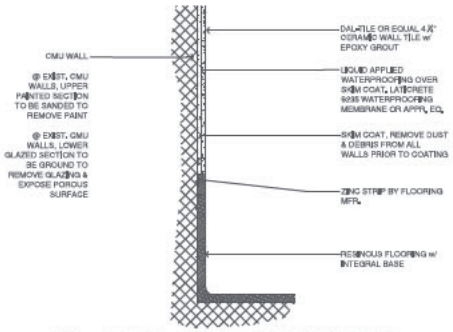
LOAD BEARING LINTEL SCHEDULE

MASONRY OPENING	NOMINAL DEPTH	REINFORCING		SECTION
		LONGITUDINAL	STIRRUPS	
LESS THAN 4'-0"	8"	2-#4	#3	'A'
4'-0" BUT LESS THAN 5'-0"	16"	2-#4	#3	'B'
5'-0" BUT LESS THAN 8'-0"	16"	2-#4	#3	'B'
8'-0" BUT LESS THAN 7'-0"	16"	2-#4	#3	'B'
7'-0" BUT LESS THAN 8'-0"	16"	2-#4	#3	'B'
8'-0" BUT LESS THAN 9'-0"	16"	2-#4	#3	'B'
10'-0" BUT LESS THAN 11'-0"	16"	3-#4	#3	'B'

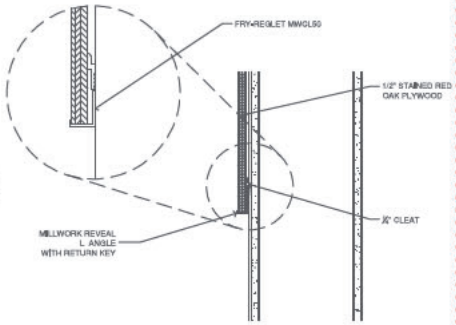


NOTES:
1. PROVIDE CMU LINTELS FOR ALL OPENINGS IN LOAD BEARING CMU WALLS.
2. SEE PLAN FOR SIZE AND LOCATION OF CMU WALL OPENINGS.
3. PROVIDE 8" MINIMUM BEARING AT EACH END OF LINTEL.
4. LINTELS SHALL REMAIN SHORED UNTIL MASONRY CONSTRUCTION ABOVE HAS CURED A MINIMUM OF 14 DAYS.
5. OPENINGS SHALL HAVE THE FIRST VERTICAL CELL ON EACH SIDE REINFORCED WITH 1-#5 AND GROUTED UP TO THE LINTEL BEARING ELEVATION.
6. REINF. BOND BEAMS W/ 2 #5'S CONTINUOUS, TYP.

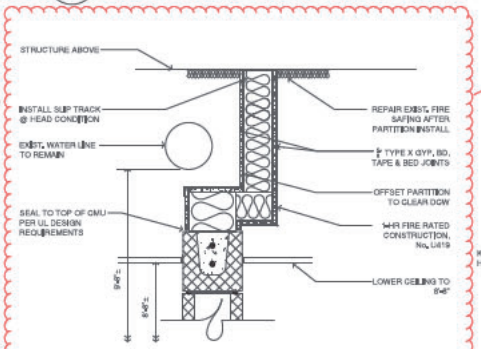
8 CMU LINTEL SCHEDULE
N.T.S.



9 WALL TILE @ SHOWER
SCALE: NTS

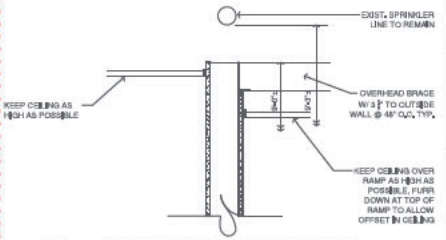


10 WALL TRIM DETAIL
SCALE: NTS



RFI #005

11 WALL OFFSET
SCALE: 1 1/2"=1'-0"
RFI-5



12 CFM WALL BRACING
SCALE: 1 1/2"=1'-0"
RFI-10

TALK engineers, inc.
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SUITE 620 ■ WACO, TEXAS 76712

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION
1	03/14/2023	ADD #1

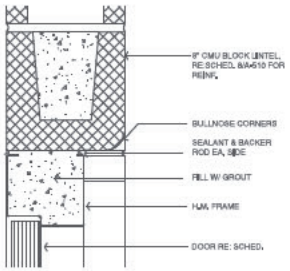
PROJECT NO: TALK2100224
DRAWN BY: RAA
DESIGNED BY: DV
CHECKED BY: DV

ASI CONFORMED
SET 1-24-23

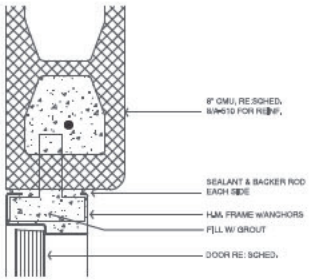
SHEET TITLE
PROJECT DETAILS

A-510

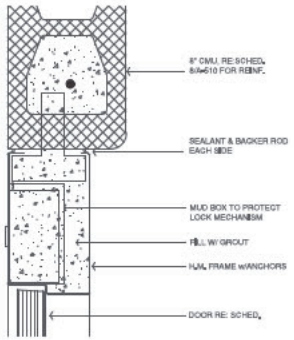
SHEET 9 OF 14



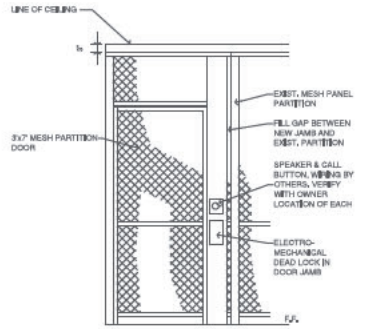
1 HEAD DETAIL
SCALE: 3"=1'-0"



2 JAMB DETAIL
SCALE: 3"=1'-0"



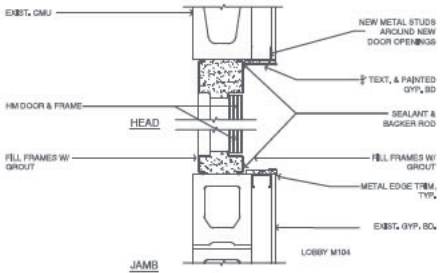
3 SECURITY JAMB
SCALE: 3"=1'-0"



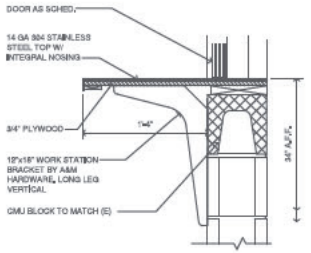
4 MESH PANEL DOOR
SCALE: 1/2"=1'-0"

MESH PARTITION GENERAL NOTES

1. ALL MESH PARTITIONS DESIGNATED TO RECEIVE A DOOR SHALL BE PREPPED/EQUIPPED WITH A SOUTHERN STEEL ELECTRO-MECHANICAL DEAD LOCK, MODEL 10-130A, LOCKSETS TO BE PROVIDED WITH FACE PLATES, SEE DETAIL.
2. PANELS TO RUN UP TO 3" BELOW CEILING
3. MESH PANEL DOORS SHALL BE 36"x7'-0"
4. PARTITION DETAILS ARE FOR REFERENCE, REFER TO MANUFACTURER'S SPECIFICATIONS & SHOP DRAWINGS.



6 DOOR DETAIL
SCALE: 1 1/2"=1'-0"
DOORS 104 & 105 RFI-90



7 DOOR DETAIL
SCALE: 1 1/2"=1'-0"
DOOR 129

TAUK Inc. engineers
Texas Firm F-4271
PE: 512.451.6579

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WILLIAMSON COUNTY MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

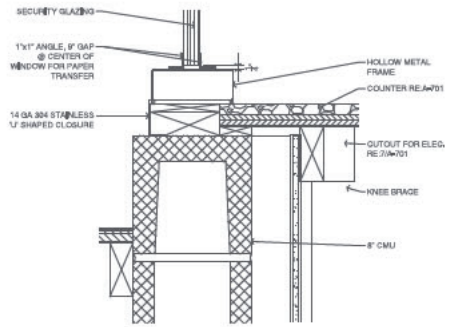
MARK	DATE	DESCRIPTION
1	5-24-23	ASI-2 SET

PROJECT NO: TAUX2100224
DRAWN BY: RAA
DESIGNED BY: DV
CHECKED BY: DV

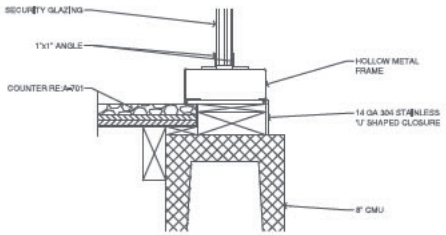
SHEET TITLE
DOOR DETAILS

A-530

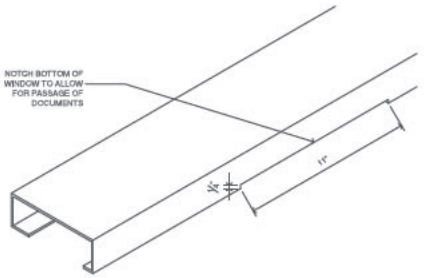
SHEET 10 OF 14



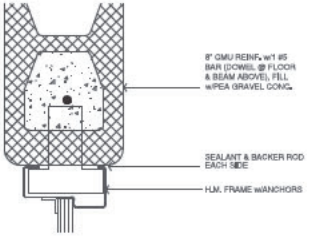
1 SILL DETAIL
SCALE: 3"=1'-0"



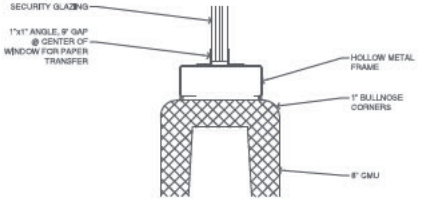
2 SILL DETAIL
SCALE: 3"=1'-0"



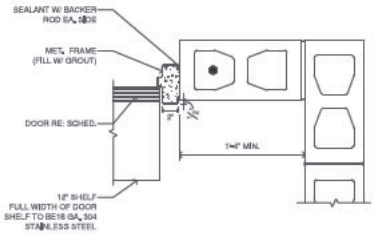
3 PASS THROUGH DETAIL
SCALE: NTS



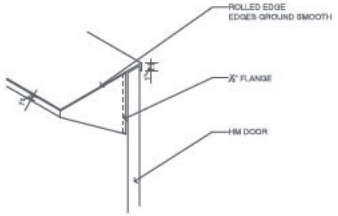
4 JAMB DETAIL
SCALE: 3"=1'-0"



5 SILL DETAIL
SCALE: 3"=1'-0"



6 DOOR DETAIL
SCALE: 1 1/2"=1'-0"



PROVIDE SHELF @ DOOR # 117

7 DOOR DETAIL
SCALE: NTS

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SUITE 620 ■ WACO, TEXAS 76712

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION

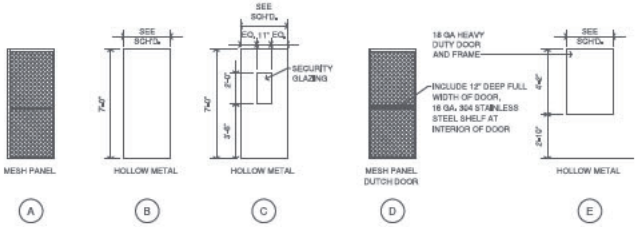
PROJECT NO:	TALK2100224
DRAWN BY:	RAA
DESIGNED BY:	DV
CHECKED BY:	DV

ASI CONFORMED
SET 1-24-23

SHEET TITLE
WINDOW DETAILS

A-540

SHEET 11 OF 14



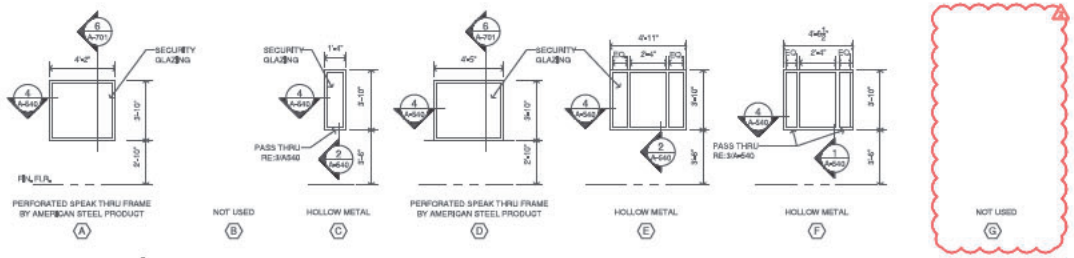
DOOR TYPES

1/4" = 1'-0"

DOOR SCHEDULE

MARK	DOOR					FRAME				Fire Rating	REMARKS
	Type	Mtl	Width	Height	Thick	Mtl	Head	Jamb	Sill		
101	EXISTING									→	
102	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		—	3,
103	EXISTING									→	
104	B	HM	3'-0"	7'-0"	1 3/4"	HM	8/A-530	6/A-530		1 HR	3, 6,
105	B	HM	3'-0"	7'-0"	1 3/4"	HM	8/A-530	6/A-530		1 HR	3, 6, 7,
106	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		—	3,
107	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		—	3,
108	EXISTING									→	6,
109	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		—	1, 7, 8,
110	B	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	2/A-530		—	3,
111	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		—	3,
112	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		—	4, 6,
113	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		1 HR	3, 6,
114	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		—	3,
115	B	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		—	3,
116	B	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	2/A-530		1 HR	1, 6,
117	B	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	2/A-530		1 HR	1, 6,
118	B	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	2/A-530		1 HR	1, 7, 8,
119	D									→	6, 7, 8,
120	EXISTING									→	7
121	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		1 HR	3, 6,
122	C	HM	3'-0"	7'-0"	1 3/4"	HM	1/A-530	3/A-530		1 HR	3, 6, 7, 8,
123	EXISTING									→	7, 8,
124	A									→	6,
125	EXISTING									→	4,
126	EXISTING									→	5, 6, 7,
127	EXISTING									→	6,
128	EXISTING									→	5,
129	E	HM	6'-0"	6'-6"	1 3/4"	HM	1/A-530	2/A-530	7/A-530	1 HR SMK	3, 6,
130	EXISTING									→	7

NOTE:
1. DETENTION GRADE DOOR & FRAME.
2. DETENTION GRADE MESH DOOR & FRAME RE: 6/A-530.
3. 18 GA. HEAVY DUTY HM DOOR & FRAME.
4. REUSE/RELOCATE EXISTING DOOR.
5. PAINT EXISTING DOOR/FRAME.
6. CARD READER
7. INTERCOM TO CENTRAL CONTROL.
8. REMOTE DOOR RELEASE.
9. OPEN/CLOSE NOTIFICATION SWITCH TO CENTRAL CONTROL.



WINDOW TYPES

1/4" = 1'-0"

1 NOT USED

1" = 1'-0"

TAILK engineers
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CP&Y ARCHITECTS ENGINEERS SURVEYORS
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WILLIAMSON COUNTY MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION
3	3-20-23	ASI-2 SET

PROJECT NO: TAI.X21.00224
DRAWN BY: RAA
DESIGNED BY: DV
CHECKED BY: DV

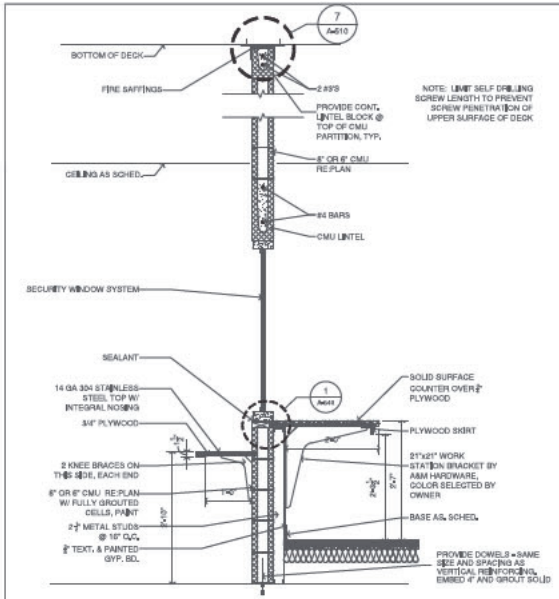
SHEET TITLE
DOOR SCHEDULE & WIND. TYPES

A-601

SHEET 12 OF 14

ROOM FINISH SCHEDULE

	M101 BOOKING ATTY	M102 CORRIDOR	M103 MAGISTRATION OFFICE	M104 LOBBY	M105 JUDGE'S BENCH	M106 DEFENSE	M107 PROSECUTION	M108 DEFENDANT WAITING	M109 INTERVIEW ROOM	M110 INTERVIEW ROOM	M111 INTERVIEW ROOM	M112 INTERVIEW ROOM	M113 BOOKING 2	M114 PAROLE	M115 INMATE SHOWER	M115 CORRIDOR	M117 PROPERTY STORAGE	M118 RELEASE	M119 EMPLOYEE STORAGE	M120 RECEPTION	M121 RECEPTION DESK	M122 ENTRY	M123 GUN LOCKER	M124 CORRIDOR	M125 SECURITY SCREENING	M126 SECURE VESTIBULE	M126	NOTES

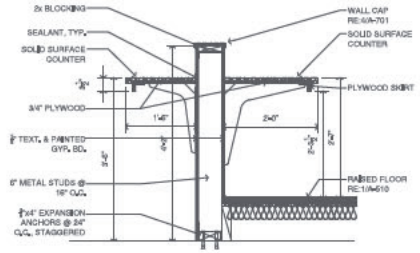


1 MILLWORK SECTION
SCALE: 3/4"=1'-0"

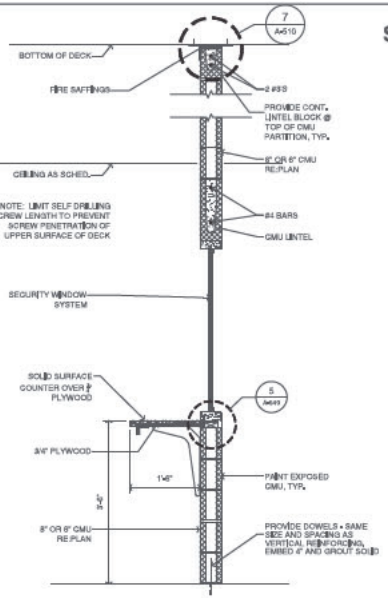
@ 24" COUNTER USE 21"x21" WORK STATION BRACKET BY A&M HARDWARE

@ 18" COUNTER USE 12"x18" WORK STATION BRACKET BY A&M HARDWARE, LONG LEG VERTICAL

@ 12" COUNTER USE 8"x12" WORK STATION BRACKET BY A&M HARDWARE, LONG LEG VERTICAL



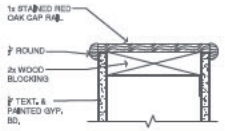
2 MILLWORK SECTION
SCALE: 3/4"=1'-0"



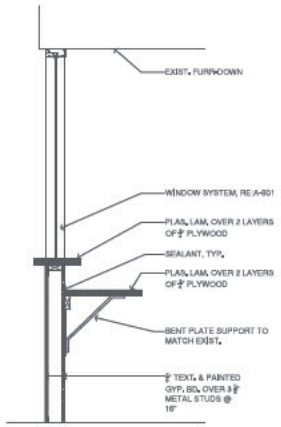
3 MILLWORK SECTION
SCALE: 3/4"=1'-0"

STAINLESS STEEL COUNTER TOP NOTES

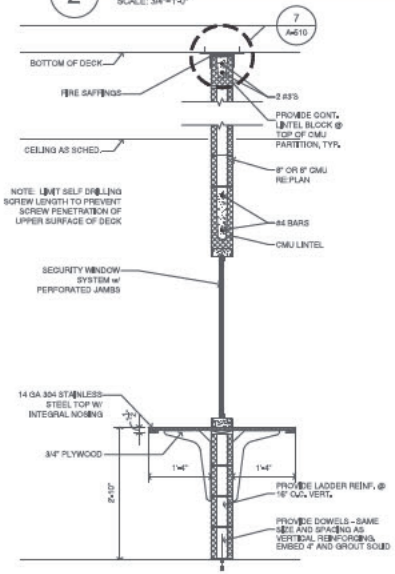
1. TOPS: STAINLESS STEEL, TYPE 304, 16 GAUGE THICK, REINFORCED & SOUND DEADENED, OVERHANG AT DOOR/DRAWER FRONT & EXPOSED CABINET ENDS TO BE 1" MIN. VERIFY W/ EXISTING
2. MATERIALS: ASTM A 240/ A240 M AUSTENITIC STAINLESS STEEL TYPE AS INDICATED.
3. STAINLESS STEEL FINISH: DIRECTIONAL SATIN FINISH NO. 4
4. SURFACE PREP: REMOVE TOOL & DIE MARKS AND STRETCH LINES, OR BLEND INTO FINISH.
5. POLISHED FINISHES: GRIND & POLISH SURFACES TO PRODUCE UNIFORM FINISH, FREE OF CROSS SCRATCHES
   a. RUN GRAIN OF DIRECTIONAL FINISHES W/ LONG DIRECTION OF EACH PIECE
   b. WHEN POLISHING IS COMPLETED, PASSIVATE & RINSE SURFACES. REMOVE EMBEDDED FOREIGN MATTER AND LEAVE SURFACES CHEMICALLY CLEAN.



4 WALL CAP DETAIL
SCALE: 3"=1'-0"



5 MILLWORK SECTION
SCALE: 3/4"=1'-0"



6 MILLWORK SECTION
SCALE: 3/4"=1'-0"

TBG inc. engineers
Texas Firm F-3271
PH: 512.451.2579

CP&Y
ARCHITECTS
ENGINEERS
SURVEYORS
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SUITE 820 ■ WACO, TEXAS 76712

WILLIAMSON COUNTY MAGISTRATE COURT

306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION

PROJECT NO:	TAIX2100224
DRAWN BY:	RAA
DESIGNED BY:	DV
CHECKED BY:	DV

ASI CONFORMED SET 1-24-23

SHEET TITLE

MILLWORK

A-701

SHEET 14 OF 14

SHEET

E0.1N

SHEET TITLE

ELECTRICAL
DEMO PLANS
1st FLOOR

100% CONSTRUCTION DOCUMENTS

DRAWN BY:	SR
DESIGNED BY:	BR
CHECKED BY:	TA
PROJECT NO:	20012

MARK	DATE	DESCRIPTION
1	2.24.20	ASBP

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

CP&Y an STV Company
OFFICE 254•772•0272 ■ 200 WEST STATE HWY 6
SUITE 620 ■ WACO, TEXAS 76712

TRIER inc, engineers
Texas Firm F-3271
Ph: 512.451.5579

SHEET

E1.1N

SHEET TITLE

LIGHTING
PLAN
1st FLOOR

100% CONSTRUCTION DOCUMENTS

PROJECT NO:	2013
DRAWN BY:	SR
REVIEWED BY:	
CHECKED BY:	SR
	TA

MARK	DATE	DESCRIPTION
1	5.23.25	ADDEND
2	5.27.25	ADDEND

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

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STATE OF TEXAS
Timothy S. Alexander
83539
REGISTERED PROFESSIONAL ENGINEER

TATIER inc, engineers
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SHEET

E2.1N

SHEET TITLE

POWER
PLAN
1st FLOOR

100% CONSTRUCTION DOCUMENTS

CHECKED BY: TA

DRAWN BY: SR

PROJECT NO: 3853

MARK	DATE	DESCRIPTION
1	5/12/25	ADDENDUM
2	5/27/25	ADDENDUM

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

CP&Y
an STV Company
OFFICE 254•772•0272 ■ 200 WEST STATE HWY 6
SUITE 620 ■ WACO, TEXAS 76712

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SHEET

F1.1N

SHEET TITLE

FIRE ALARM
PLAN
1st FLOOR

100% CONSTRUCTION DOCUMENTS

DRAWN BY:	SR
DESIGNED BY:	SR
CHECKED BY:	TA

MARK	DATE	DESCRIPTION
PROJECT NO:	2012	
1	5.23.13	ADD #2
2	5.17.13	ADD #1 - SET

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

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[redacted]

MECH DEMO NOTES:

1. EXISTING SUPPLY AIR DUCTWORK TO BE DEMOED, TYPICAL. PROVIDE AIRTIGHT CAP AT MAIN DUCT.
2. EXISTING SUPPLY RETURN AIR DEVICE TO BE REMOVED. TYPICAL
3. EXISTING CONSTANT VOLUME VAV BOX TO BE REMOVED AND RETAINED FOR REINSTALLATION
4. EXISTING EXHAUST GRILLE AND DUCT TO BE REMOVED. PROVICE ARTIGHT SEAL AT MAIN EXHAUST DUCT
5. REMOVE EXISTING FIRE OR FIRE/SMOKE DAMPER REPAIR AND REINSULATE DUCT
6. REMOVE AND RETAIN FIRE/SMOKED AMPER FOR REINSTALLATION.
7. EXISTING EXHAUST FAN TO BE REMOVED
8. REMOVE EXISTING EXTERIOR WALL EXHAUST AIR LOUVER.

MECH DEMO LEGEND

	DEMO EXISTING DUCTWORK / AIR DEVICE
	EXISTING DUCTWORK/ AIR DEVICE TO REMAIN
	EXIST NG VAV BOX TO REMAIN
(T)ER	EXISTING THERMOSTAT TO BE RELOCATED

[redacted]

TRUE NORTH

1 1st FLOOR MECHANICAL DEMO - NORTH BUILDING

SCALE 1/8"=1'0"

0 4 8 12 16 20

GRAPHIC SCALE

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STATE OF TEXAS
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43239
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WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION

PROJECT NO:	2207.0
DRAWN BY:	CW
DESIGNED BY:	CW
CHECKED BY:	TA

100% CONSTRUCTION DOCUMENTS

SHEET TITLE
MECHANICAL DEMO PLAN 1st FLOOR

M0.1N

SHEET

WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION
1	5.31.25	ADD #2
2	6.27.25	ADD #1 - BET

PROJECT NO: 23073
DRAWN BY: GV
DESIGNED BY: GV
CHECKED BY: TK

100% CONSTRUCTION DOCUMENTS

SHEET TITLE
MECHANICAL
PLAN
1st FLOOR

M1.1N

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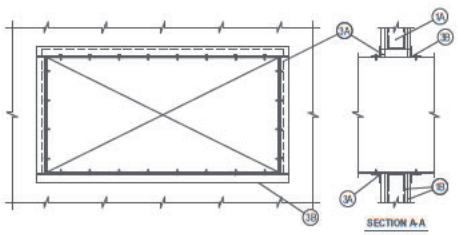
SUITE 620 ■ WACO, TEXAS 76712

Texas Firm F-6275
PH: 512.451.2579
inc. engineers

System No. W-L-7040



of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the Fire Resistance Directory and shall include the following construction features:

members shall be used completely frame around opening.

wallboard type, number of layers and sheet orientation shall be as specified in the individual Wall and Partition Design Number. Max area of opening is 1300 in. with the dimension of 50 in. The hourly F rating of the firestop system is equal to the hourly fire rating of the wall assembly in which it is installed.

be installed within the firestop system. The annular space shall be min 0 (point contact) in to a max 2 in. Duct to be rigidly supported on both sides of the wall assembly.

with annulus flush with both surfaces of wall. At point contact locations min 1 2/8 in. diameter bead of fill material shall be applied to the wall/duct interface on both surfaces of wall.

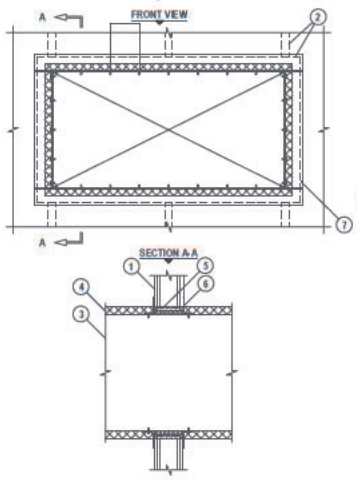
FS-ONE Sealant, CP 601S Elastomeric Firestop Sealant or CP 606 Flexible Sealant.

duct with a 2 in. overlap on the duct and within 1 in. overlap on the gypsum board assembly on both surfaces of wall. 2 in. long factory supplied angles shall be used at each joint on all corners. Angles shall be installed prior to fill material curing.

*Bearing the UL Classification Mark.

A FIRESTOP ASSEMBLY
NOT TO SCALE

UL/CUL system no. W-L-7156
Insulated Sheet Metal Duct Through Gypsum Wall Assembly
F-Rating 1-HR, OR 2-HR.
T-Rating 0-HR.



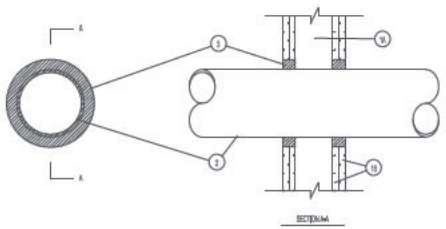
1 Gypsum wall assembly (UL/CUL classified U300, U400 or V400 series) (1-hr or 2-hr fire rating) (2-hr shown)
2 (no shown) wood studs to consist of nominal 2 x 4 lumber. steel studs to be minimum 3-1/2 wide opening to be framed out with studs of material
3 Maximum 100 x 100 rectangular sheet metal duct (construct and reinforced in accordance with SMACNA construction standards)
4 Nominal 1-1/2 or 2 thick mineral glass-fiber duct insulation (min 3/4 pcf) with foil-scrim-kraft facing. Insulation to be cut to allow steel angles to be fastened directly to duct (see note no. 3 below)
5 Mineral wool (min. 4 pcf density) tightly packed and recessed to accommodate sealant. minimum 3-5/8 or 4 7/8 thickness required for 1-hr or 2-hr respectively
6 Minimum 5 6 depth. HILTI FS one in turn as sealant. Firestop assurant
7 Steel retaining angle (see table notes 4 to use)

MAXIMUM DUCT DIMENSION	DUCT THICKNESS	ANNULAR SPACE MIN - MAX	DUCT INSULATION THICKNESS	RETAINING ANGLE REQUIRED
24 IN	24 GA. (OR HEAVIER)	1/2 IN - 1 IN	1 1/2 IN	NO

NOTES: 1 Maximum size of opening (for wood studs) = 14-1/2 x 14-1/2
2 Maximum size of opening (for steel studs) = 10-5-1/2 x 10 4
3 Insulation to be compressed minimum 50% such that the annular space = min 1/2 max 2
4 At annular space between duct and gypsum wall assembly with hilti firestop sealant. Below steel angle (min 16 ga.) to duct with minimum no. 10 sheet metal screws (spaced maximum 1 from each end of sides of duct and spaced maximum 6 c/c). steel angle to overlap duct by minimum 1 and gypsum wall assembly by minimum 2 when duct dimension does not exceed 48 and duct area does not exceed 1300 sq in. angles may be min 18 ga. angle does not have to be fastened to gypsum wall assembly.

B FIRESTOP ASSEMBLY
NOT TO SCALE

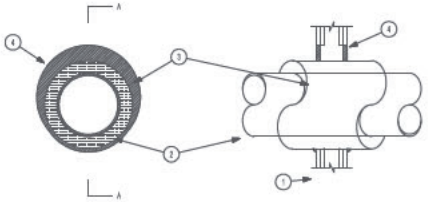
System No. W4-1034
F Ratings– 1 and 2 Hr (See Items 1 and 3)
T Rating – 0 Hr
L Rating At Ambient = Less Than 1 CFM/Sq Ft
L Rating At 400 F = 4 CFM/Sq Ft



1 Wall Assembly – The 1 or 2 hr fire-rated gypsum wallboard stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
A Studs – Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nominal 2 by 4 in. lumber spaced 16 in. OC. Steel studs to be min 2-1/2 in. wide and spaced max 24 in. OC. When steel studs are used on the diameter of opening exceeds the width of stud cavity, the opening shall be framed on all sides using lengths of steel stud installed between the vertical studs and screws attached to the steel studs at each end. The framed opening in the wall shall be 4 in. or 6 in. wider and 4 in. or 6 in. higher than the diameter of the penetrating item such that when the penetrating item is installed in the opening, a 2 in. annulus is present between the penetrating item and the framing on all four sides.
B Gypsum Board* – 5/8 in. thick, 4 ft wide with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Series Designs in the UL Fire Resistance Directory. Max diameter of opening is 32-1/4 in. or steel stud wall. Max diameter of opening is 14-1 2 in. for wood stud walls.
The F Rating of the firestop system is equal to the fire rating of the wall assembly.
2 Through-penetrants – One metallic pipe, conduit or tubing to be installed either concentrically or eccentrically within the firestop system. The annular space shall be min 0 in. or max 2-1/4 in. pipe may be insulated with combustible or non-combustible insulation. pipe, conduit or tubing may be installed at an angle not greater than 45 degrees from perpendicular. pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
a steel pipe – nom 30 in. diameter (or smaller) schedule 10 (or heavier) steel pipe.
b Iron pipe – nom 30 in. diameter (or smaller) cast or ductile iron pipe.
c conduit – nom 4 in. diameter (or smaller) steel electrical metallic tubing or 6 in. diameter steel conduit.
d. copper tubing – nom 6 in. diameter (or smaller) type L (or heavier) copper tubing.
e copper pipe – nom 6 in. diameter (or smaller) regular (or heavier) copper pipe.
3 Fill, void or cavity material* – sealant – min 5/8 in. thickness of fill material applied within the annulus, flush with both surfaces of wall at the point or continuous contact locations between pipe and wall. A min 1/2 in. diameter bead of fill material shall be applied at the pipe/wall interface on both surfaces of wall.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI, Inc – FS-ONE sealant.

C FIRESTOP ASSEMBLY
NOT TO SCALE

System No. W4-1020
F Ratings = 1 and 2 Hr (See Item 1)
T Ratings = 1/2, 3/4, 1 and 1-3/4 Hr (See Item 3)
L Rating At Ambient = 4 CFM/Sq Ft
L Rating At 400 F = Less Than 1 CFM/Sq Ft



1 Wall assembly – The 1 or 2 hr fire-rated gypsum wallboard stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
A Studs – Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nominal 2 by 4 in. lumber spaced 16 in. OC. Steel studs to be min 2-1/2 in. wide and spaced max 24 in. OC.
B Wallboard, gypsum* – 5/8 in. thick, 4 ft wide with square or tapered edges. The gypsum wallboard type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual Wall and Partition Design. Max diameter of opening is 16 6/8 in. The hourly F Rating of the firestop system is equal to the hourly fire rating of the wall assembly in which it is installed.
2 Through-penetrants – One metallic pipe, conduit or tubing to be centered within the firestop system. Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
A Steel Pipe – Nom 12 in. diameter (or smaller) Schedule 10 (or heavier) steel pipe.
B Conduit – Nom 4 in. diameter (or smaller) electrical metallic tubing or steel conduit.
C Copper Tubing – Nom 6 in. diameter (or smaller) Type L (or heavier) copper tubing.
D Copper Pipe – Nom 6 in. diameter (or smaller) Regular (or heavier) copper pipe.
3 Pipe Covering* – Nom 1 1-1/2 or 2 in. thick, one piece or factory fabricated, two piece, mineral fiber, glass fiber or calcium silicate pipe insulation with all longitudinal and circumferential joints sealed with metal fasteners or factory applied self-sealing lap. Transverse joints sealed with metal fasteners or with butt strips supplied with the product.
See Pipe and Equipment Covering – Material Class (ERGL) category in the Building Materials Directory for the names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classification Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.
The hourly T Rating of the firestop system is dependent on the hourly fire rating of the wall assembly in which it is installed, the size and type of through penetrant and the pipe covering thickness, as shown in the table below:

Wall Assembly Rating Hr	Type	Through Penetrant Max Diam In	Pipe Covering Thickness In	Annular Space Min In	Annular Space Max In	T Rating Hr
1	A or B	4	1	0	1-1/2	1/2
1	C or D	2	1 or 1-1/2	0	1-1/2	1/2
1	A or B	4	1-1/2	0	1-1/2	1
1	A	12	2	0	1-7/8	3/4
1	C or D	6	2	0	1-7/8	1
2	A or B	4	1	0	1-1/2	1
2	C or D	4	1 OR 1-1/2	0	1-1/2	1
2	C or D	6	2	0	1-7/8	1
2	A or B	4	1-1/2	0	1-1/2	1-3/4
2	A	12	2	0	1-7/8	1-1/2
2	C or D	6	2	0	1-7/8	1

Indicates penetrant type as itemized in Item 2.

4 Fill Void or Cavity Material* – Sealant – Min 5/8 in. thickness of fill material applied within the annulus, flush with both surfaces of wall or 1 or 2 hr walls respectively. At the point contact location between pipe covering and gypsum wallboard, a min 1/2 in. diameter bead of fill material shall be applied at the pipe covering-gypsum wallboard interface on both surfaces of wall.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI, Inc.-FS-ONE Sealant.
*Bearing the UL Classification Marking.

D FIRESTOP ASSEMBLY
NOT TO SCALE

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WILLIAMSON COUNTY
MAGISTRATE COURT
306 W. 4TH STREET
GEORGETOWN, TX 78626

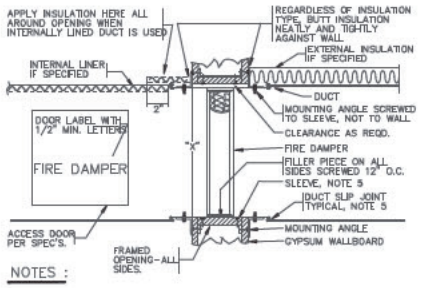
MARK	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	SR
DESIGNED BY:	OV
CHECKED BY:	TA

100% CONSTRUCTION DOCUMENTS

SHEET TITLE
MECHANICAL DETAILS

SHEET
M5.1

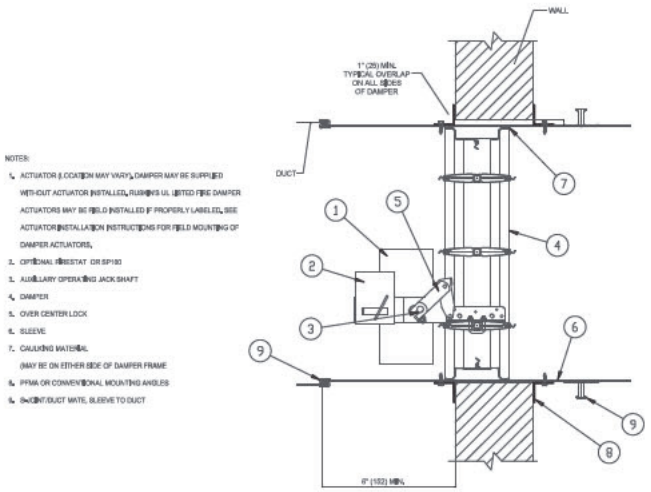


NOTES :

1. THIS DETAIL IS NOT INTENDED NOR REPRESENTED TO BE COMPLETE. ACTUAL INSTALLATION SHALL CONFORM TO MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AS TO MATERIALS, DIMENSIONS, METHODS, ETC..
2. CONTRACTOR SHALL OBTAIN AND PROVIDE TO THE GENERAL CONTRACTOR A COMPLETE SET OF MANUFACTURER'S INSTALLATION INSTRUCTIONS INCLUDING ANY WALL FRAMING REQUIRED TO ACCEPT THE FIRE DAMPER.
3. THE ILLUSTRATIVE DETAIL ABOVE SHOWS A TYPE "A" CURTAIN FIRE DAMPER. OTHER TYPES OF FIRE DAMPERS OR COMBINATION FIRE/SMOKE DAMPERS WILL HAVE SIMILAR INSTALLATIONS. COMPLY WITH NOTE 1 AND 2 IF OTHER TYPES OR STYLES ARE USED. TYPE "A" MAY BE USED ONLY IF DIMENSION "X" IS MORE THAN 16 INCHES.
4. THE ILLUSTRATIVE DETAIL ABOVE SHOWS A ONE-HOUR RATED WALL WITH GYPSUM BOARD AND METAL STUDS. IF OTHER WALL TYPES OR RATINGS ARE USED, COMPLY WITH NOTES 1 AND 2.
5. DAMPER SLEEVE SHEETMETAL GAGE SHALL BE EITHER 14 OR 16 GAGE, DEPENDING ON SIZE, PER DAMPER MANUFACTURER'S INSTRUCTIONS. SLEEVE GAGE MAY BE SAME AS DUCT GAGE PROVIDED DAMPER AND SLEEVE HAVE BEEN TESTED AND LISTED IN COMBINATION AND ARE SUPPLIED FROM THE MANUFACTURER AS A UNIT AND PROVIDED AN APPROVED SLIP JOINT IS USED TO CONNECT THE SLEEVE AND THE DUCT.

A WALL FIRE DAMPER DETAIL

SCALE: NONE

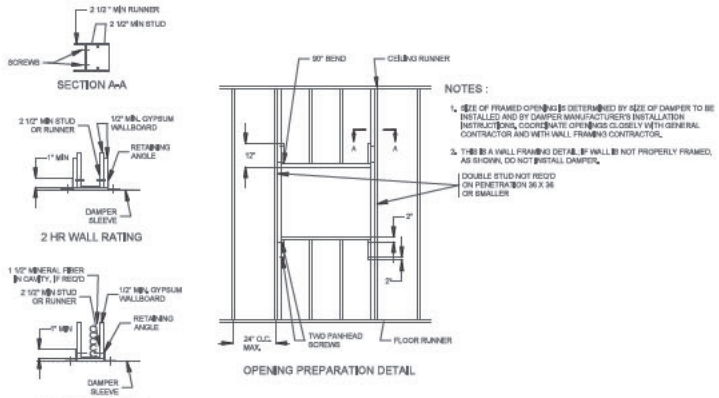


NOTES:

1. ACTUATOR (LOCATION MAY VARY). DAMPER MAY BE SUPPLIED WITHOUT ACTUATOR INSTALLED. RUSKIN'S UL LISTED FIRE DAMPER ACTUATORS MAY BE FIELD INSTALLED IF PROPERLY LABELED. SEE ACTUATOR INSTALLATION INSTRUCTIONS FOR FIELD MOUNTING OF DAMPER ACTUATORS.
2. OPTIONAL THERMOSTAT OR SP100
3. AUXILIARY OPERATING JACK SHAFT
4. DAMPER
5. OVER CENTER LOCK
6. SLEEVE
7. CAULKING MATERIAL (MAY BE ON EITHER SIDE OF DAMPER FRAME
8. PTMA OR CONVENTIONAL MOUNTING ANGLES
9. BOOT/DUCT MATE, SLEEVE TO DUCT

B WALL FIRE/SMOKE DAMPER DETAIL

SCALE: NONE



NOTES :

1. SIZE OF FRAMED OPENING IS DETERMINED BY SIZE OF DAMPER TO BE INSTALLED AND BY DAMPER MANUFACTURER'S INSTALLATION INSTRUCTIONS. COORDINATE OPENINGS CLOSELY WITH GENERAL CONTRACTOR AND WITH WALL FRAMING CONTRACTOR.
2. THIS IS A WALL FRAMING DETAIL. IF WALL IS NOT PROPERLY FRAMED, AS SHOWN, DO NOT INSTALL DAMPER.

DOUBLE STUD NOT REQ'D ON PENETRATION 36 X 36 OR SMALLER

C FIRE OR FIRE/SMOKE DAMPER FRAMING DETAIL

NOT TO SCALE

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306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION

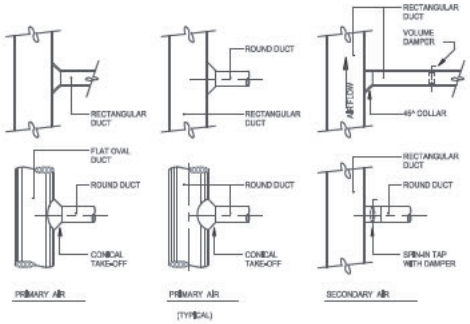
PROJECT NO:	20513
DRAWN BY:	SR
DESIGNED BY:	OV
CHECKED BY:	TA

100% CONSTRUCTION DOCUMENTS

SHEET TITLE:
MECHANICAL DETAILS

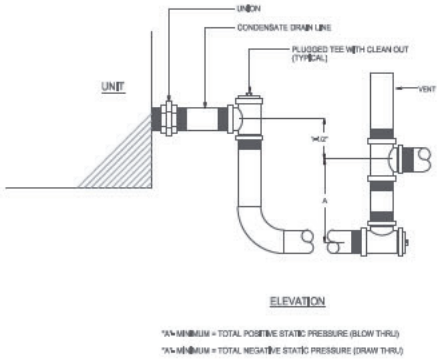
M5.2

SHEET



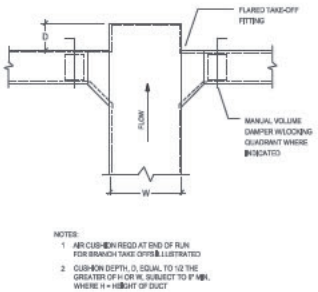
A TYPICAL DUCT TAKE OFFS

SCALE: NONE



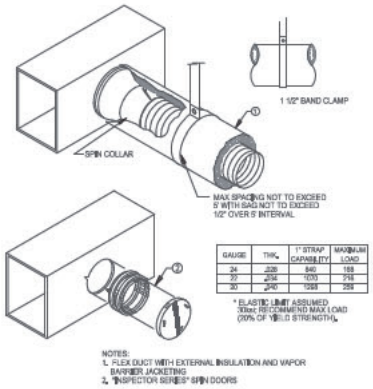
B CONDENSATE DRAIN TRAP

SCALE: NONE



C TYPICAL DUCTWORK DETAIL

SCALE: NONE

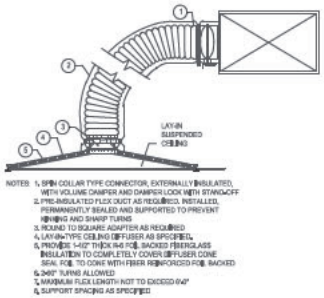


GAUGE	THK.	1" STRAP CAPABILITY	MAXIMUM LOAD
24	.026	840	168
22	.034	1070	214
20	.040	1265	254

* ELASTIC LIMIT ASSUMED. 70lbs/ft RECOMMEND MAX LOAD (20% OF YIELD STRENGTH)

D MISC. DUCTWORK DETAIL

SCALE: NONE



E LAY-IN CEILING DIFFUSER DETAIL

SCALE: NONE

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MARK	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	SR
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CHECKED BY:	TA

100% CONSTRUCTION DOCUMENTS

SHEET TITLE:
MECHANICAL DETAILS

M5.3
SHEET

SPLIT HEAT PUMP AIR CONDITIONING UNIT SCHEDULE

		INDOOR UNIT											OUTDOOR UNIT						
		DX COOLING COIL									HEAT PUMP HEATING @47F					ELECTRICAL			
MARK	AREA SERVED	UNIT TYPE	CFM	NOMINAL TONS	TOTAL CAP (MBH)	SENS CAP. (MBH)	EAT (F)	LAT (F)	EXT. SP (IN. WG)	FAN MTR HP	HEATING (MBH)	HEATING (HSPF)	MARK	SEER	AMBIENT TEMP (F)	VOLT / PH	MCA	MOCP	LG MODEL NO.
EU-1	COURT	DUCTED	600	3/4	9000	6300	80 / 67	61.9/58.7	0.20	1/3	14.0	8.6	CU-1	18.8	105	208 / 1	22.0	30	LDN097HV4

SPLIT HP AIR CONDITIONING UNIT NOTES:
1. PROVIDE WALL MOUNTED, ELECTRONIC (7 DAY) PROGRAMMABLE THERMOSTAT
2. FIVE YEAR COMPRESSOR WARRANTY
3. PROVIDE EACH OUTDOOR UNIT SHALL BE EQUIPPED WITH DEFROST CONTROL, SIGHT GLASS, FILTER DRIER, CRANKCASE HEATER, HIGH PRESSURE SWITCH.
4. PROVIDE HARD STARTKIT ON SINGLE PHASE UNITS
5. LG IS SCHEDULED AS THE MANUFACTURER. SUBSTITUTES BY ENGINEER APPROVAL.

FAN SCHEDULE

MARK	SERVICE	TYPE OF FAN	CFM	E.S.P. (IN)	POWER (HP)	MOTOR RPM	DRIVE TYPE	VOLTAGE / PH	MAX INLET SONES	FAN CONTROL (SEE NOTE 6)	MANUFACTURER / MODEL NO.
EF-1	TOILET ROOMS	SIDEWALL	1840	2.50	1-1/2	944	DIRECT	120 / 1	1.0	E	GREENHECK CUE VG 160HP A
EF-2	PROPERTY ROOM	IN-LINE FAN	1560	1.50	1.0	866	DIRECT	120 / 1	1.3	D	GREENHECK SQ VG 146

FAN SCHEDULE NOTES:
1. FACTORY PRE-WIRED DISCONNECT SWITCH
2. GRAVITY BACKDRAFT DAMPER
3. FANS SCHEDULED ARE MANUFACTURED BY GREENHECK. COOK IS CONSIDERED AN EQUIVALENT MANUFACTURER.
4. UNIT FAN CONTROL OPTIONS:
   A. INTERLOCK WITH LIGHT SWITCH
   B. PROVIDE WALL MOUNTED THERMOSTAT (ADJUSTABLE)
   C. PROVIDE WALL TIMER SWITCH (ADJUSTABLE). FAN SHALL RUN FOR 30 MINUTES
   D. WALL MOUNTED (VARIABLE SPEED) ON / OFF SWITCH
   E. FAN SHALL RUN CONTINUOUSLY

1

CONSTANT VAV AIR TERMINAL UNIT SCHEDULE

		VAVAIR TERMINAL UNIT							MANUFACTURER TRANE			
MARK	ROOMS SERVED	MAX. CFM	MIN. CFM	ENTERING AIR TEMP (F)	MAX DISCHARGE NC	HEATING HW	MOCP	VOLTAGE / PH	INLET SIZE	MODEL NO.	UNIT SIZE	UNIT WT. (LBS.)
CVAV-11	COURT ROOM	1200	300	55	18	4.0	20	277 / 1	12"	VCC-12	12	35.0
CVAV-15	PROPERTY ROOM	1200	300	55	18	4.0	20	277 / 1	12"	VCC-12	12	35.0

VAVBOX SCHEDULE NOTES:
1. PROVIDE 120 LINE VOLTAGE 24 VOLT CONTROL POWER TRANSFORMER.
2. PROVIDE 1" THICK, FIBER FREE INSULATION.
3. PROVIDE EACH UNIT WITH HANGER BRACKETS.
4. SUBMIT SOUND DATA PER AHRI 885-08 AND WITH A MAX INLET SP OF 0.750 IN H2O
5. PROVIDE DISCONNECT SWITCH AND CONTROL ENCOLSURE.
6. PROVIDE A WALL MOUNTED THERMOSTAT FOR EACH UNIT TO MATCH BUILDING STANDARD. CONNECT TO EXISTING BUILDING MANAGEMENT SYSTEM. PROVIDE NECESSARY HARDWARE, SOFTWARE AND GRAPHICS FOR NEW CONTROLS TO WORK SEAMLESSLY WITH THE EXISTING CONTROL SYSTEM. THE EXISTING HVAC CONTROL SYSTEM IS AUTOMATED LOGIC.

AIR DEVICE SCHEDULE

MARK	SERVICE	DESCRIPTION	FACE SIZE (SQ IN.)	NECK SIZE (IN.)	FINISH	MANUFACTURER / MODEL NO.
A	SUPPLY	SQUARE LOUVERED FACE CEILING DIFFUSER FOR LAY-IN TYPE CEILING, FOUR-WAY THROW, ALL STEEL CONSTRUCTION	24 x 24	SEE PLANS	WHITE	TITUS TMS
A1	SUPPLY	SAME AS TYPE 'A' EXCEPT 12"x12" FACE SIZE	12 x 12	SEE PLANS	WHITE	TITUS TMS
B	RETURN	SQUARE PERFORATED FACE CEILING RETURN AIR GRILLE, STEEL FRAME CONSTRUCTION	24 x 24	SEE PLANS	WHITE	TITUS PAR
B1	RETURN	SAME AS TYPE 'B' EXCEPT 12"x12" FACE SIZE	12 x 12	SEE PLANS	WHITE	TITUS PAR
C	EXHAUST	ALUMINUM CONSTRUCTION, EGGCRATE EXHAUST GRILLE FOR LAY-IN CEILING, SUITABLE FOR DUCTING	24 x 24	SEE PLANS	WHITE	TITUS 50F
C1	EXHAUST	SAME AS TYPE 'C' EXCEPT 12"x12" FACE SIZE	12 x 12	SEE PLANS	WHITE	TITUS 50F
D	SUPPLY	SECURITY SUPPLY AIR DIFFUSER WITH A HEAVY GAUGE STEEL LATTICE	9 x 9	SEE PLANS	WHITE	SG-TDC
E	RETURN	SECURITY RETURN AIR GRILLE WITH A HEAVY GAUGE STEEL LATTICE	9 x 9	SEE PLANS	WHITE	SG-TDC

AIR DEVICE SCHEDULE NOTES:
1. PROVIDE INSULATION BACKS FOR ALL SUPPLY / RETURN AIR DEVICES. (MIN. R-8 INSTALLED.)
2. PROVIDE GYPBOARD MOUNTING FRAME FOR ALL CEILING MOUNTED DEVICES INSTALLED IN GYPBOARD CEILING (TITUS TRM-S).
3. PROVIDE ALUMINUM OPPOSED BLADE DAMPER IN GRILLE/DIFFUSER NECKS ONLY WHERE INDICATED ON PLANS.
4. CONTRACTOR SHALL VERIFY AND COORDINATE ALL FINISHES WITH ARCHITECT.
5. FLEX DUCT SIZE SHALL BE EQUAL TO NECK SIZE (RE: FLEX DUCT SCHEDULE).
6. BASIS OF DESIGN: TITUS. ALTERNATE MANUFACTURER: PRICE

1 ADD#1 - MECHANICAL REVISIONS (RFI'S RESPONSES)

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WILLIAMSON COUNTY
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306 W. 4TH STREET
GEORGETOWN, TX 78626

MARK	DATE	DESCRIPTION

PROJECT NO: 20012
DRAWN BY: SR
DESIGNED BY: OV
CHECKED BY: TA

100% CONSTRUCTION DOCUMENTS

SHEET TITLE
MECHANICAL SCHEDULES

M6.1
SHEET

SHEET
P0.1N

SHEET TITLE
PLUMBING DEMO PLAN
1ST FLOOR

100% CONSTRUCTION DOCUMENTS

DRAWN BY:		CV
DESIGNED BY:		CV
CHECKED BY:		TA

MARK	DATE	DESCRIPTION
1	3.27.25	ADD #1 - RBT

PROJECT NO: 2023-2

WILLIAMSON COUNTY
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100% CONSTRUCTION DOCUMENTS

SHEET TITLE
PLUMBING
PLAN
1ST FLOOR

SHEET
P1.1N

PLUMBING GENERAL NOTES :

A. NEW DRAIN AND WASTE PIPING SHALL BE CAST IRON ABOVE FLOOR AND SCH 40 PVC BELOW SLAB.

B. NEW WATER PIPING SHALL BE TYPE L HARD COPPER.

C. NEW SHUTOFF OR ISOLATION VALVES SHALL BE FULL PORT VAVLES WITH FLANGED UNION OR SCREWED CONNECTIONS - NO SWEAT CONNECTIONS.

D. INSULATE COLD WATER LINES ABOVE SLAB WITH 1/2" FIBERGLASS OR CLOSED CELL ELASTOMERIC PRODUCT SUCH AS ARMAFLEX WITH ALL JOINTS AND SEAMS GLUED. INSULATED HOT WATER LINES SIMILARLY EXCEPT WITH 1" THICK INSULATION.

E. PROVIDE PIPE LABELS ON COLD WATER AND HOT WATER PIPING. INSTALL LABELS ON EACH SIDE OF EACH WALL PENETRATION AND EVERY TEN FEET OTHERWISE.

F. CAULK WALL MOUNTED PLUMBING FIXTURES TO THE WALL. CAULD ESCUTCHEONS TO THE WALL AT EACH WALL PENETRATION.

G. DO NOT CUT, DRILL OR ALTER ANY STRUCTURAL ELEMENT OF A WALL., FLOOR, CEILING, ROOF, SLAB, ETC., WITHOUT FIRST RECEIVING INSTRUCTIONS FROM ARCHITECT. ALL CUTS SHALL BE MADE WITH A CUTTING TOOL.

H. SUPPORT SINGLE PIPING ABOVE CEILING WITH CLEVIS TYPE HANGERS. PROVIDE ISOLATION BETWEEN DISSIMILAR METALS. PROVIDE SHEET METAL INSULATION SADDLES FOR INSULATED PIPING.

I. SUPPORT PIPING IN WALLS TO PREVENT MOVEMENT OF PIPING AT FIXTURE CONNECTIONS. PROVIDE ISOLATION OF DISSIMILAR METALS.

J. AFTER INSTALLATION, TEST WATER AND DWV PIPING SYSTEMS PER REQUIREMENTS OF LOCAL AUTHORITY HAVING JURISDICTION.

K. AFTER INSTALLATION AND TESTING, PROVIDE DISINFECTION AND TESTING OF POTABLE WATER SYSTEMS PER STATE REQUIREMENTS.

PLUMBING FIXTURE SCHEDULE

MARK	MIN. CONNECTIONS CW	HW	VENT	WASTE	TYPE	FIXTURE	TRIM
SHW-1	1/2"	---	---		WALL MOUNTED SHOWER STATION ADA COMPLIANT	ACORN, MODEL LR-1714 ADA 03 M SERIES TEMPERATURE CONTROL SHOWER STATION FACTORY ASSEMBLED AND TESTED. LGATURE, RESISTANT VALVES, PRESSURE GAUGES, BALL VALVES, THERMOMETERS AQUASTAT, CHECK STOPS ON INLETS	TYPE 304 STAINLESS STEEL FIXTURE SHALL BE FURNISHED WITH TWO LIGATURES RESISTANT CONICAL SHOWER HEADS AND TWO HEMISPHERICAL PUSH BUTTONS ADA COMPLIANT CONTROL VALVE
SHW-2	1/2"	---	---		WALL MOUNTED SHOWER STATION	ACORN, MODEL LR-1714 03 M SERIES TEMPERATURE CONTROL SHOWER STATION FACTORY ASSEMBLED AND TESTED. LGATURE, RESISTANT VALVES, PRESSURE GAUGES, BALL VALVES, THERMOMETERS AQUASTAT, CHECK STOPS ON INLETS	TYPE 304 STAINLESS STEEL FIXTURE SHALL BE FURNISHED WITH ONE LIGATURES RESISTANT CONICAL SHOWER HEAD AND ONE HEMISPHERICAL PUSH BUTTON

NOTES:
1. FOR MOUNTING HEIGHTS OF INDIVIDUAL WALL-MOUNTED FIXTURES, REFER TO ARCHITECTURAL ELEVATION DRAWINGS.

FIRE PROTECTION NOTES:

A. BUILDING IS CURRENTLY FULLY SPRINKLED. REVSE EXISTING SPRINKLER SYSTEM TO PROVIDE FUL COVERAGE FOR NEW LAYOUT. REFER TO ARCHITECTURA. PLANS FOR NEW CELING HEIGHTS.

B. PROVIDE NEW SPRINKLES PIPING THAT IS STEEL OR COPPER WITH FITINGS AND SUPPORTS PER NFPA 1.

C. PROVIDE NEW SPRINKLERS THAT ARE RECESSED WITH CHROME ESCUTCHEONS.

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WILLIAMSON COUNTY
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MARK	DATE	DESCRIPTION
1	3.27.25	ASI #1 – SET

PROJECT NO: 2057.3
DRAWN BY: SR
DESIGNED BY: OV
CHECKED BY: TA

100% CONSTRUCTION DOCUMENTS

SHEET TITLE
PLUMBING SCHEDULE 1ST FLOOR

SHEET
P6.1

SHEET

S1.1N

SHEET TITLE

SECURITY
PLAN
1st FLOOR

100% CONSTRUCTION DOCUMENTS

PROJECT NO:	2013
DRAWN BY:	SR
REVIEWED BY:	SR
CHECKED BY:	TA

MARK	DATE	DESCRIPTION
1	5/23/2013	ADD #2
2	5/17/2013	ADD #1

WILLIAMSON COUNTY
MAGISTRATE COURT
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STATE OF TEXAS
Timothy A. Alexander
83539
REGISTERED
PROFESSIONAL
ENGINEER

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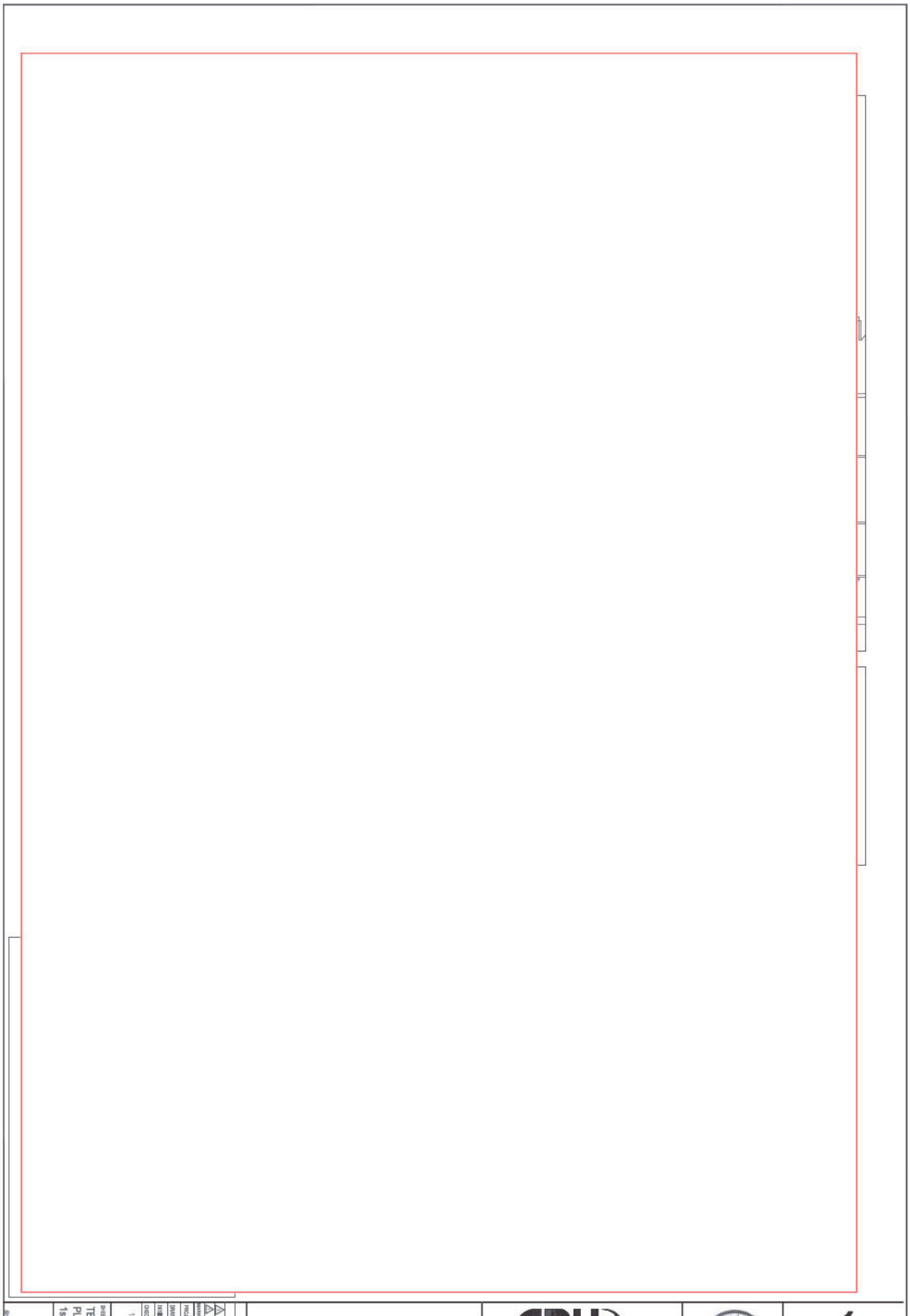

SHEET T1.1N

SHEET TITLE
TECHNOLOGY PLAN
1st FLOOR

100% CONSTRUCTION DOCUMENTS

DRAWN BY: SR
CHECKED BY: SR
PROJECT NO: 2023

MARK	DATE	DESCRIPTION
1	5.23.25	ADD #2
2	5.27.25	ADD #1 + SET

WILLIAMSON COUNTY
MAGISTRATE COURT
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PROJECT MANUAL
WILLIAMSON COUNTY
MAGISTRATE COURT

306 WEST 4TH STREET

GEORGETOWN, TEXAS 78626

July 27, 2022

TALEX, INC., ENGINEERS

TX FIRM 3271

00 11 00 Certification Sheets for Specs DWV
01 21 00 Allowances
02 41 19 Selective Demolition
03 53 00 Concrete Topping
04 20 00 Unit Masonry
06 10 53 Miscellaneous Rough Carpentry
06 42 16 Flush Wood Paneling
07 21 00 Building Insulation
07 84 43 Joint Firestopping
07 92 00 Joint Sealants
08 11 13 Hollow Metal Doors and Frames
08 42 33 Revolving Door Entrances
08 43 13 Aluminum-Framed Storefronts
08 66 00 Detention Security Windows – Steel Fixed Detention Window
08 71 00 Door Hardware Vendor Formatted
08 80 00 Glazing
08 88 53 Detention and Security Glazing
09 22 16 Non-Structural Metal Framing
09 29 00 Gypsum Board
09 51 13 Acoustical Panel Ceilings
09 65 13 Resilient Base and Accessories
09 65 19 Resilient Tile Flooring
09 67 23 Resinous Flooring
09 68 13 Tile Carpeting
09 68 16 Broadloom Carpet
09 91 23 Interior Painting
10 21 16.19 Plastic Shower and Dressing Compartments
10 51 13 Metal Lockers
12 36 16 Metal Countertops
12 36 61.19 Quartz Agglomerate Countertops
14 90 10 Inmate Property Storage Conveyor System

CERTIFICATION
WilCo Magistrate Court
Williamson County, Texas

I hereby certify that the Architectural specifications for this project were prepared by me, or under my direct supervision, and that I am a duly registered Architect under the laws of the State of Texas.

07-26-22

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249A.

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SECTION 01 21 00

ALLOWANCES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.
   1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Field Order.

B. Types of allowances include the following:
   1. Contingency allowances.

C. Related Sections:
   1. Divisions 01 through 49 Sections for items of Work covered by allowances.

1.03 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.04 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Field Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.05 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.06 CONTINGENCY ALLOWANCES

A. Use the contingency allowance (hardware) only as directed by Architect for Owner's purposes and only by Field Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Field Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order, to be initiated by the Architect.

1.07 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Field Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
   1. Include installation costs in purchase amount only where indicated as part of the allowance.
   2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
   3. Submit substantiation of a change in scope of work, if any, claimed in Field Orders related to unit-cost allowances.
   4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
   1. Do not include Contractor's or subcontractor's indirect expense in the Field Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
   2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.02 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.03 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Include a Contingency (Hardware) Allowance of $90,000.00 for General Purpose and Security Hardware. Coordinate hardware requirements with the owner. Section 08 71 00, Door Hardware will require concurrence by the owner prior to ordering.

END OF SECTION

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.
   2. Demolition and removal of selected site elements.
   3. Salvage of existing items to be reused or recycled.

B. Related Requirements:
   1. Division 1 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
   2. Division 1 Section "Execution Requirements" for cutting and patching procedures.
   3. Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements.

1.03 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed, and salvaged, or removed and reinstalled.

1.04 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.05 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.
   1. Inspect and discuss condition of construction to be selectively demolished.
   2. Review structural load limitations of existing structure.
   3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
   4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
   5. Review areas where existing construction is to remain and requires protection.

1.06 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.07 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.08 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

F. Storage or sale of removed items or materials on-site is not permitted.

G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

1.09 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 PRODUCTS

2.01 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE Al0.6 and NFPA 241.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
   1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
   1. Arrange to shut off indicated utilities with utility companies.
   2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
   3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.03 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

3.04 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
   2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
   3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
   5. Maintain adequate ventilation when using cutting torches.
   6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
   7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
   8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
   9. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers.
   3. Store items in a secure area until delivery to Owner.
   4. Transport items to Owner's storage area designated by Owner.
   5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Pack or crate items after cleaning and repairing. Identify contents of containers.
   3. Protect items from damage during transport and storage.
   4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed

to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.05 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

E. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Division 7 Sections for new roofing requirements.

3.06 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.07 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 03 53 00

CONCRETE TOPPING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Emery-aggregate concrete floor topping.

1.02 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 PRODUCTS

2.01 CONCRETE FLOOR TOPPINGS

A. Emery-Aggregate Concrete Floor Topping: Factory-prepared and dry-packaged mixture of graded, crushed emery aggregate containing not less than 50 percent aluminum oxide, not less than 24 percent ferric oxide, and not more than 8 percent silica; portland cement or blended hydraulic cement; plasticizers; and other admixtures to which only water needs to be added at Project site.
   1. Laticrete International, Inc.
   2. Dayton Superior.
   3. Compressive Strength (28 Days): 10,000 psi (69 MPa); ASTM C109/C109M.

2.02 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B, 25 percent solids content, minimum.

2.03 RELATED MATERIALS

A. Portland Cement: ASTM C150/C150M, Type I or II.

B. Sand: ASTM C404, fine aggregate passing No. 16 (1.18-mm) sieve.

C. Water: Potable.

D. Acrylic-Bonding Agent: ASTM C1059/C1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

E. Epoxy Adhesive: ASTM C881/C881M, Type V, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements.

2.04 MIXING

A. Bonding Slurry:
   1. Mix portland cement with water to a thick paint consistency.

B. Floor Topping: Mix concrete floor topping materials and water in appropriate drum-type batch machine mixer or truck mixer according to manufacturer's written instructions.

PART 3 EXECUTION

3.01 PREPARATION

A. Existing Concrete: Remove existing surface treatments and deteriorated and unsound concrete. Mechanically abrade base slabs to produce a heavily scarified surface profile with an amplitude of 1/4 inch (6 mm).
   1. Prepare and clean existing base slabs according to concrete floor topping manufacturer's written instructions. Fill voids, cracks, and cavities in base slabs.
   2. Saw cut contraction and construction joints in existing concrete to a depth of 1/2 inch (13 mm) and fill with semirigid joint filler.
   3. To both sides of joint edges and at perimeter of existing base slab, mechanically remove a 4-inch- (100-mm-) wide and 0- to 1-inch- (0- to 25-mm-) deep, tapered wedge of concrete and retexture surface.

B. Install joint-filler strips where topping abuts vertical surfaces.

3.02 FLOOR TOPPING APPLICATION

A. Start floor topping application in presence of manufacturer's technical representative.

B. Existing Concrete: Apply epoxy-bonding adhesive, mixed according to manufacturer's written instructions, and scrub into dry base slabs to a thickness of 1/16 to 1/8 inch (1.6 to 3 mm), without puddling. Place floor topping while adhesive is still tacky.

C. Place concrete floor topping continuously in a single layer, tamping, and consolidating to achieve tight contact with bonding surface. Do not permit cold joints or seams to develop within pour strip.

D. Screed surface with a straightedge and strike off to correct elevations.

E. Slope surfaces uniformly where indicated.

F. Begin initial floating, using bull floats to form a uniform and open-textured surface plane free of humps or hollows.

G. Finishing: Consolidate surface with power-driven floats as soon as concrete floor topping can support equipment and operator. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until concrete floor topping surface has a uniform, smooth, granular texture.
   1. Hard Trowel Finish: After floating surface, apply first trowel finish and consolidate concrete floor topping by power-driven trowel without allowing blisters to develop. Continue troweling passes and restraighten until surface is smooth and uniform in texture.

H. Construct contraction joints for a combined depth equal to topping thickness and not less than one-fourth of base-slab thickness.

3.03 PROTECTING AND CURING

A. General: Protect freshly placed concrete floor topping from premature drying and excessive cold or hot temperatures.

B. Evaporation Retarder: Apply evaporation retarder to concrete floor topping surfaces in hot, dry, or windy conditions before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying floor topping, but before float finishing.

C. Begin curing immediately after finishing concrete floor topping. Cure by one or a combination of the following methods, according to concrete floor topping manufacturer's written instructions:
   1. Curing Compound: Apply uniformly in two coats in continuous operations by power spray or roller according to manufacturer's written instructions.

3.04 JOINT FILLING

A. Prepare and clean contraction joints and install semirigid joint filler, according to manufacturer's written instructions, once topping has fully cured.

B. Install semirigid joint filler full depth of contraction joints. Overfill joint and trim semirigid joint filler flush with top of joint after hardening.

3.05 REPAIR

A. Defective Topping: Repair and patch defective concrete floor topping areas, including areas that have not bonded to concrete substrate.

END OF SECTION

SECTION 04 20 00

UNIT MASONRY

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:
   1. Concrete masonry units.
   2. Mortar and grout.
   3. Steel reinforcing bars
   4. Ties and anchors.
   5. Embedded flashing.
   6. Miscellaneous masonry accessories.

B. Related Sections:
   1. Division 08 Section for hollow metal frames in unit masonry openings.

1.03 DEFINITIONS

A. CMU(s): Concrete masonry unit(s).

B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.04 PERFORMANCE REQUIREMENTS

A. Provide concrete unit masonry that develops the following net-area compressive strengths at 28 days.
   1. f'm = 1900 psi.

1.05 SUBMITIALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection:
   1. Unit masonry samples in small-scale form showing the full range of colors and textures available for each different exposed masonry unit required.

C. Samples for Verification: For each type and color of the following:
   1. Full-size units for each different exposed masonry unit required showing the full range of exposed colors, textures, and dimensions to be expected in the completed construction.

2. Pigmented and colored-aggregate mortar. Make Samples using same sand and mortar ingredients to be used on Project.
3. Weep holes and vents.
4. Accessories embedded in masonry.

D. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.
1. Submittal is for information only. Neither receipt of list nor approval of mockup constitutes approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Architect and approved in writing.

E. Mix Designs: For each type of mortar. Include description of type and proportions of ingredients.

1.06 QUALITY ASSURANCE

A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.

B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

C. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Build mockups for each type of exposed unit masonry construction in sizes approximately 60 inches long by 60 inches high by full thickness, including face and backup wythes and accessories.
a. Include a sealant-filled joint at least 16 inches long in exterior wall mockup.
b. Include through-wall flashing installed for a 24-inch length in corner of exterior wall mockup approximately 16 inches down from top of mockup, with a 12-inch length of flashing left exposed to view (omit masonry above half of flashing).
c. Include studs, sheathing, building wrap, sheathing joint-and-penetration treatment air barrier, veneer anchors, flashing,cavity drainage material, and weep holes in exterior masonry-veneer wall mockup.
2. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface.
3. Clean one-half of exposed faces of mockups with masonry cleaner as indicated.
4. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.

a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.

5. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location,cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

C. Store aggregates where grading and other required characteristics can be maintained, and contamination avoided.

D. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.08 PROJECT CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
1. Extend cover a minimum of 24 inches down both sides of walls and hold cover securely in place.
2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.

B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.

C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wait surface.
2. Protect sills, ledges, and projections from mortar droppings.
3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.

E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 PRODUCTS

2.01 MASONRY UNITS, GENERAL

A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for fire-resistance ratings indicated as determined by testing according to ASTM E 119, by equivalent masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

C. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to,the following:

1. Concrete Masonry Units:
   a. Featherlite Building Products.
   b. Jewell Concrete Company.

2.02 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.

1. Provide special shapes for sills, water table, mushroom caps, lintels, corners, jambs, sashes, movement joints, headers, bonding,and other special conditions.
2. Provide bullnose-edged units for outside corners where indicated.

B. Standard CMUs: ASTM C 90.

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi.
2. Density Classification: Standard weight.
3. Size (Width): As indicated.
4. Exposed Faces: Manufacturer's standard color and texture, unless otherwise indicated.

2.03 MASONRY LINTELS

A. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs with reinforcing bars placed as indicated and filled with coarse grout. Cure precast Untels before handling and installing. Temporarily support built-in-place lintels until cured.

2.04 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

B. Hydrated Lime: ASTM C 207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

D. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979. Use only pigments with a record of satisfactory performance in masonry mortar.

E. Aggregate for Mortar: ASTM C 144.
   1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
   2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
   3. White-Mortar Aggregates: Natural white sand or crushed white stone.

F. Aggregate for Grout: ASTM C 404.

G. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent by same manufacturer.

H. Water: Potable.

2.05 REINFORCEMENT

A. Uncoated Steel Reinforcing Bars: STM A 615/A 61SM or ASTM A 996/A 996M, Grade 60 (Grade 420).

B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
   1. Interior Walls: Hot-dip galvanized, carbon steel.
   2. Exterior Walls: Hot-dip galvanized, carbon steel or Stainless steel.
   3. Wire Size for Veneer Ties: 0.187-inch diameter.
   4. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
   5. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

C. Masonry Joint Reinforcement for Single-Wythe Masonry: Ladder type with single pair of side rods.

D. Masonry Joint Reinforcement for Multiwythe Masonry:
   1. Ladder type with 1 side rod at each face shell of hollow masonry units more than 4 inches wide, plus 1 side rod at each wythe of masonry 4 inches wide or less.

2.06 TIES AND ANCHORS

A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.
   1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
   2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304 or Type 316.
   3. Galvanized Steel Sheet: ASTM A 653/A 653M, Commercial Steel, G60 zinc coating.
   4. Steel Sheet, Galvanized after Fabrication: ASTM A 1008, Commercial Steel, with ASTM A 153, Class B coating.
   5. Stainless-Steel Sheet: ASTM A 666, Type 304 or Type 316.
   6. Steel Plates, Shapes, and Bars: ASTM A 36.
   7. Stainless-Steel Bars: ASTM A 276 or ASTM a 666, Type 304.

B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches parallel to face of veneer.

C. Adjustable Masonry-Veneer Anchors:
   1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:
      a. Structural Performance Characteristics: Capable of withstanding a 100-lbf load in both tension and compression without deforming or developing play in excess of 0.05 inch.
   2. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section.
      a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
         (i) Dayton Superior Corporation, Dur-0-Wal Division; D/A 213.
         (ii) Heckmann Building Products Inc.;Pos-1-Tie.
         (iii) Hohmann & Barnard, Inc.; DW-10 DW-IOHS or DW-10-X.
      b. Anchor Section: Manufacturer's standard sheet metal plate.
      c. Fabricate sheet metal anchor sections and other sheet metal parts from minimum 0.075-inch thick, steel sheet, galvanized after fabrication.
      d. Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from 0.187- inch diameter, hot-dip galvanized steel or stainless-steel wire.
   3. Polymer-Coated, Steel Drill Screws for Steel Studs: ASTM C 954 except manufactured with hex washer head and neoprene or EPDM washer, No. 10 diameter by length required to penetrate steel stud flange with not less than three exposed threads, and with organic polymer coating with salt-spray resistance to red rust of more than 800 hours per ASTM B 117.

a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   (i) ITW Buildex; Teks Maxiseal with Climaseal finish.
   (ii) Textron Inc.,Textron Fastening Systems; Elco Dril-Flex with Stalgard finish.

4. Stainless-Steel Drill Screws for Steel Studs: Proprietary fastener consisting of carbon- steel drill point and 300 Series stainless-steel shank, complying with ASTM C 954 except manufactured with hex washer head and neoprene or EPDM washer, No. 10. diameter by length required to penetrate steel stud flange with not less than three exposed threads.
   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      (i) Dayton Superior Corporation, Dur-0-Wal Division; Stainless Steel SX Fastener.
      (ii) ITW Buildex; Scots long life Teks.

2.07 MISCELLANEOUS ANCHORS

A. Unit Type Inserts in Concrete: Cast-iron or malleable-iron wedge-type inserts.

B. Dovetail Slots in Concrete: Furnish dovetail slots with filler strips, of slot size indicated, fabricated from 0.034-inch, galvanized steel sheet.

C. Anchor Bolts: Headed or L-shaped steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153, Class C; of dimensions indicated.

D. Postinstalled Anchors: Torque-controlled expansion anchors or chemical anchors.
   1. Load Capacity: Capable of sustaining,without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
   2. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5 unless otherwise indicated.
   3. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (AI) stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

2.08 MISCELLANEOUS MASONRY ACCESSORIES

A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2AI; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.

B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

2.09 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
   1. Do not use calcium chloride in mortar or grout.
   2. Use portland cement-lime mortar unless otherwise indicated.
   3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

B. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
   1. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated,use Type N.

C. Pigmented Mortar: Use colored cement product.
   1. Pigments shall not exceed 10 percent of portland cement by weight.
   2. Mix to match Architect's sample.

D. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
   1. Mix to match Architect's sample.

E. Grout for Unit Masonry: Comply with ASTM C 476.
   1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
   2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi.
   3. Provide grout with a slump of 8 to 11 inche as measured according to ASTM C 143.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION, GENERAL

A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.

B. Build chases and recesses to accommodate items specified in this and other Sections.

C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.

D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
   1. Mix units from several pallets or cubes as they are placed.

F. Matching Existing Masonry: Match coursing,bonding,color, and texture of existing masonry.

G. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

3.03 TOLERANCES

A. Dimensions and Locations of Elements:
   1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch or minus 1/4 inch.
   2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch.
   3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:
   1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
   2. .For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
   3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
   4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.

5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:
1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

3.04 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets.

B. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

C. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

D. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4-inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

E. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

F. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

G. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

H. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

I. Build non-load-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.
   1. Install compressible filler in joint between top of partition and underside of structure above.
   2. At fire-rated partitions, treat joint between top of partition and underside of structure.

3.05 MORTAR BEDDING AND JOINTING

A. Lay hollow brick and CMUs as follows:
   1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
   2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
   3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
   4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.

B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

E.

3.06 MASONRY JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
   1. Space reinforcement not more than 16 inches o.c.
   2. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.

B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

C. Provide continuity at wall intersections by using prefabricated T-shaped units.

D. Provide continuity at corners by using prefabricated L-shaped units.

E. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing,pipe enclosures, and other special conditions.

3.07 ANCHORING MASONRY VENEERS

A. Anchor masonry veneers to wall framing with masonry-veneer anchors to comply with the following requirements:

1. Fasten screw-attached anchors through sheathing to wall framing with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
2. Embed tie sections in masonry joints.
3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
4. Space anchors as indicated, but not more than 18 inches o.c. vertically and 24 inches o.c. horizontally, with not less than 1anchor for each 2 sq. ft. of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 8 inches, around perimeter.
5. Space anchors as indicated, but not more than 16 inches o.c. vertically and 18 inches o.c. horizontally with not less than 1anchor for each 2.67 sq. ft. of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 36 inches, around perimeter.

3.08 LINTELS

A. Install steel lintels where indicated.

B. Provide concrete or masonry lintels where shown and where openings of more than 12 inches for brick-size units and 24 inches for block-size units are shown without structural steel or other supporting lintels.

C. Provide minimum bearing of 8 inches at each jamb unless otherwise indicated.

3.09 REINFORCED UNIT MASONRY INSTALLATION

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.

1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.

3.10 REPAIRING, POINTING, AND CLEANING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
6. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

END OF SECTION

SECTION 06 10 53

MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Framing with dimension lumber.
   2. Wood blocking, cants, and nailers.
   3. Wood furring and grounds.
   4. Wood sleepers.

1.02 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1.03 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:
   1. Fire-retardant-treated wood.
   2. Power-driven fasteners.

PART 2 PRODUCTS

2.01 WOOD PRODUCTS, GENERAL

A. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal (38-mm actual) thickness or less, 19 percent for more than 2-inch nominal (38-mm actual) thickness unless otherwise indicated.

2.02 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.[Do not use inorganic boron (SBX) for sill plates.]

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

2.03 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
   1. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D3201 at 92 percent relative humidity. Use where exterior type is not indicated.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.

C. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

D. Application: Treat all miscellaneous carpentry unless otherwise indicated.

2.04 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions: Construction, Stud, or No. 3 grade of any species.

B. Other Framing: Construction, Stud, or No. 3 grade of any of the following species:
   1. Hem-fir (north); NLGA.
   2. Southern pine; SPIB.
   3. Douglas fir-larch; WCLIB or WWPA.
   4. Spruce-pine-fir; NLGA.
   5. Douglas fir-south; WWPA.
   6. Hem-fir; WCLIB or WWPA.
   7. Douglas fir-larch (north); NLGA.
   8. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.05 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
   1. Blocking.
   2. Nailers.
   3. Furring.
   4. Grounds.

B. Dimension Lumber Items: Standard, Stud, or No. 3 grade lumber of any species.

C. Concealed Boards: 19 percent maximum moisture content of any of the following species and grades:
   1. Mixed southern pine or southern pine, No. 2 grade; SPIB.
   2. Eastern softwoods, No. 2 Common grade; NELMA.
   3. Northern species, No. 2 Common grade; NLGA.

4. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.

2.06 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
   1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M of Type 304 stainless steel.

B. Screws for Fastening to Metal Framing: ASTM C1002, length as recommended by screw manufacturer for material being fastened.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.07 MISCELLANEOUS MATERIALS

A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.

D. Do not splice structural members between supports unless otherwise indicated.

E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

F. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
   1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

G. PROTECTION

H. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

SECTION 06 42 16

FLUSH WOOD PANELING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Flush wood paneling (wood-veneer wall surfacing).
2. Fire-retardant-treated materials.

1.02 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.
1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.

B. Shop Drawings: For flush wood paneling.
1. Include plans, elevations, sections, and attachment details.
2. Apply AWI Quality Certification Program label to Shop Drawings.

C. Samples: For each exposed product and for each color and finish specified.

1.04 INFORMATIONAL SUBMITTALS

A. Quality Standard Compliance Certificates: AWI Quality Certification Program.

B. Research reports.

1.05 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

PART 2 PRODUCTS

2.01 PANELING FABRICATORS

A. Source Limitations: Engage a qualified woodworking firm to assume undivided responsibility for production of paneling and wood trim.

2.02 PANELING, GENERAL

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of flush wood paneling (wood-veneer wall surfacing) indicated for construction, finishes, installation, and other requirements.
   1. Provide inspections of fabrication and installation together with labels and certificates from AWI certification program indicating that woodwork complies with requirements of grades specified.

2.03 FLUSH WOOD PANELING (WOOD-VENEER WALL SURFACING)

A. Grade: Custom.

B. Wood Species and Cut: Red oak, rift sliced.

C. Veneer Matching Method:
   1. Adjacent Veneer Leaves and within Panel Face: Slip, center-balance, or book match.

D. Panel-Matching Method:

E. Premanufactured panel sets used full width within each separate area.

F. Panel Core Construction: Hardwood veneer-core plywood.

G. Thickness: As indicated on Drawings.

H. Exposed Panel Edges: Applied solid-wood banding 11/16 inch (18 mm) thick by depth of panels.

I. Panel Reveals: Matte black plastic laminate.

J. Fire-Retardant-Treated Paneling: Panels shall consist of wood-veneer and fire-retardant particleboard or fire-retardant, medium-density fiberboard (MDF). Panels shall have a flame-spread index of 25 or less and a smoke-developed index of 450 or less per ASTM E84, and be listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction.

K. Assemble panels by gluing and concealed fastening.

L. MATERIALS

M. Materials, General: Provide materials that comply with requirements of referenced quality standard for each quality grade specified unless otherwise indicated.

N. Wood Moisture Content: 8 to 13 percent.

O. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each quality grade specified unless otherwise indicated.

P. MDF: ANSI A208.2, Grade 130.

Q. Particleboard: ANSI A208.1, Grade M-2 .

R. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.

2.04 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

1. Use treated materials that comply with requirements of referenced quality standard. Do not use materials that are warped, discolored, or otherwise defective.
2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.

B. INSTALLATION MATERIALS

C. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln-dried to less than 15 percent moisture content.

D. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls.

E. Installation Adhesive: Product recommended by panel fabricator for each substrate for secure anchorage.

2.05 FABRICATION

A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.

B. Complete fabrication, including assembly, to maximum extent possible, before shipment to Project site.

C. Shop cut openings, to maximum extent possible, to receive hardware, appliances, plumbing fixtures, electrical work, and similar items.

2.06 SHOP FINISHING

A. Shop Priming: Shop apply the prime coat including backpriming, if any, for transparent-finished paneling specified to be field finished. See Section 09 93 00 "Staining and Transparent Finishing" for material and application requirements.

B. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing paneling, as applicable to each unit of work.
   1. Backpriming: Apply two coats of sealer or primer, compatible with finish coats, to concealed surfaces of paneling.

C. Transparent Finish:
   1. Grade: Custom.
   2. Finish: System - 4, water-based latex acrylic.
   3. Wash Coat for Closed-Grain Woods: Apply wash-coat sealer to woodwork made from closed-grain wood before staining and finishing.
   4. Staining: Match Architect's sample.
   5. Open Finish for Open-Grain Woods: Do not apply filler to open-grain woods.
   6. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D523.

PART 3 EXECUTION

3.01 INSTALLATION

A. Before installation, condition paneling to humidity conditions in installation areas.

B. Grade: Install paneling to comply with quality standard grade of paneling to be installed.

C. Install paneling level, plumb, true in line, and without distortion. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm). Install with no more than 1/16 inch in 96-inch (1.6 mm in 2400-mm) vertical cup or bow and 1/8 inch in 96-inch (3 mm in 2400-mm) horizontal variation from a true plane.
   1. For flush paneling with revealed joints, install with variations in reveal width, alignment of top and bottom edges, and flushness between adjacent panels not exceeding 1/16 inch (1.5 mm).

D. Anchor paneling to supporting substrate with concealed panel-hanger clips.

E. Do not use face fastening unless covered by trim.

F. Complete finishing work specified in this Section to extent not completed at shop or before installation of paneling. Fill nail holes with matching filler where exposed.

G. See Section 09 93 00 "Staining and Transparent Finishing" for final finishing of installed paneling.

END OF SECTION

SECTION 07 21 00

BUILDING INSULATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes: Glass-fiber blanket insulation.

1.03 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each product.

1.04 QUALITY ASSURANCE

A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 PRODUCTS

2.01 GLASS-FIBER BLANKET INSULATION

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. CertainTeed Corporation.
   2. Johns Manville.
   3. Owens Corning.

B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.

C. Sustainability Requirements: Provide glass-fiber blanket insulation as follows:

1. Low Emitting: Insulation tested according to ASTM D 5116 and shown to emit less than 0.05-ppm formaldehyde.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean substrates of substances that are harmful to insulation or that interfere with insulation attachment.

3.02 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.03 INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

B. Glass-Fiber or Mineral-Wool Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
   1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
   2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
   3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
   4. Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
   5. For wood-framed construction, install blankets according to ASTM C 1320 and as follows:
      a. With faced blankets having stapling flanges, secure insulation by inset, stapling flanges to sides of framing members.

b. For unfaced blankets at roof framing, hold in place with poultry netting.

C. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation.

3.04 INSTALLATION OF INSULATION IN CEILINGS FOR SOUND ATTENUATION

A. Where glass-fiber blankets are indicated for sound attenuation above ceilings, install blanket insulation over entire ceiling area in thicknesses indicated. Extend insulation 48 inches up either side of partitions.

3.05 PROTECTION

A. Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 07 84 43

JOINT FIRESTOPPING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Joints in or between fire-resistance-rated constructions.
   2. Joints at exterior curtain-wall/floor intersections.
   3. Joints in smoke barriers.

1.02 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Product Schedule: For each joint firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing agency.
   1. Engineering Judgments: Where Project conditions require modification to a qualified testing agency's illustration for a particular joint firestopping system condition, submit illustration, with modifications marked, approved by joint firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

1.04 INFORMATIONAL SUBMITTALS

A. Product test reports.

1.05 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that joint firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.06 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Approvals according to FM Approvals 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with UL's "Qualified Firestop Contractor Program Requirements."

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics:
   1. Perform joint firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.

2. Test per testing standards referenced in "Joint Firestopping Systems" Article. Provide rated systems complying with the following requirements:
3. Joint firestopping systems shall bear classification marking of a qualified testing agency.
    (i) UL in its "Fire Resistance Directory."
    (ii) Intertek Group in its "Directory of Listed Building Products."

2.02 JOINT FIRESTOPPING SYSTEMS

A. Joint Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which joint firestopping systems are installed. Joint firestopping systems shall accommodate building movements without impairing their ability to resist the passage of fire and hot gases.

B. Joints in or between Fire-Resistance-Rated Construction: Provide joint firestopping systems with ratings determined per ASTM E1966 or UL 2079.
1. Subject to compliance with requirements, provide joint firestopping systems by the following or approved equal:
    a. 3M Fire Protection Products.
    b. Hilti, Inc.
    c. Tremco, Inc.
    d. Owens Corning.
2. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of the wall, floor, or roof in or between which it is installed.

C. Joints in Smoke Barriers: Provide joint firestopping systems with ratings determined per UL 2079 based on testing at a positive pressure differential of 0.30-inch wg (74.7 Pa).
1. Manufacturers: Subject to compliance with requirements, provide joint firestopping systems by the following or approved equal:
    a. 3M Fire Protection Products.
    b. Hilti, Inc.
    c. Owens Corning.
    d. Tremco, Inc.
2. L-Rating: Not exceeding 5.0 cfm/ft. (0.00775 cu. m/s x m) of joint at both ambient and elevated temperatures.

D. Exposed Joint Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E84.

E. Accessories: Provide components of joint firestopping systems, including primers and forming materials, that are needed to install elastomeric fill materials and to maintain ratings required. Use only components specified by joint firestopping system manufacturer and approved by the qualified testing agency for conditions indicated.

PART 3 EXECUTION

3.01 INSTALLATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of the Work.

B. General: Install joint firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.

C. Install forming materials and other accessories of types required to support elastomeric fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
   1. After installing elastomeric fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of fire-resistive joint system.

D. Install elastomeric fill materials for joint firestopping systems by proven techniques to produce the following results:
   1. Elastomeric fill voids and cavities formed by joints and forming materials as required to achieve fire-resistance ratings indicated.
   2. Apply elastomeric fill materials so they contact and adhere to substrates formed by joints.
   3. For elastomeric fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.02 IDENTIFICATION

A. Joint Identification: Identify joint firestopping systems with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of joint edge so labels are visible to anyone seeking to remove or joint firestopping system. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
   1. The words "Warning - Joint Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
   2. Contractor's name, address, and phone number.
   3. Designation of applicable testing agency.
   4. Date of installation.
   5. Manufacturer's name.
   6. Installer's name.

3.03 FIELD QUALITY CONTROL

A. Inspecting Agency: Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E2393.

B. Where deficiencies are found or joint firestopping systems are damaged or removed due to testing, repair or replace joint firestopping systems so they comply with requirements.

C. Proceed with enclosing joint firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

END OF SECTION

SECTION 07 92 00

JOINT SEALANTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:
   1. Silicone joint sealants.
   2. Urethane joint sealants.
   3. Mildew-resistant joint sealants.
   4. Butyl joint sealants.
   5. Latex joint sealants.

1.03 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Joint-Sealant Schedule: Include the following information:
   1. Joint-sealant application, joint location, and designation.
   2. Joint-sealant manufacturer and product name.
   3. Joint-sealant formulation.
   4. Joint-sealant color.

1.04 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Sample Warranties: For special warranties.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.06 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
   2. When joint substrates are wet.
   3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
   4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.07 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
   1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
   2. Disintegration of joint substrates from causes exceeding design specifications.
   3. Mechanical damage caused by individuals, tools, or other outside agents.
   4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 PRODUCTS

2.01 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:
   1. Architectural sealants shall have a VOC content of 250 g/L or less.
   2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.

C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.02 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    a. Dow Corning Corporation #795.
    b. GE Construction Sealants; Momentive Performance Materials Inc.: Silpruf.

2.03 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 35, NT: Single-component, nonsag, nontraffic-use, plus 35 percent and minus 35 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 35, Use NT.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    a. BASF Construction Chemicals - Construction Systems Sonolastic NP-1.

B. Urethane, S, P, 25, T: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Use T.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    a. BASF Construction Chemicals - Construction Systems Sonolastic SL-1.

2.04 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid- curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    a. Dow Corning Corporation.
    b. GE Construction Sealants; Momentive Performance Materials Inc.

2.05 BUTYL JOINT SEALANTS

A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.

2.06 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      a. BASF Construction Chemicals - Construction Systems.
      b. Pecora Corporation.
      c. Sherwin-Williams Company (The).

2.07 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.08 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant- substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    a. Concrete.
    b. Masonry.
    c. Unglazed surfaces of ceramic tile.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    a. Metal.
    b. Glass.
    c. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of sealant backings.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses in each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1. Remove excess sealant from surfaces adjacent to joints.
   2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.04 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.05 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.06 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior and interior joints in horizontal traffic surfaces.
   1. Joint Locations:
      a. Control and expansion joints in brick pavers.

b. Isolation and contraction joints in cast-in-place concrete slabs.
c. Joints between plant-precast architectural concrete paving units.
d. Joints in stone paving units, including steps.
e. Tile control and expansion joints.
f. Joints between different materials listed above.
g. Other joints as indicated on Drawings.

2. Joint Sealant: Urethane, S, P, 25, T, M, 0.

B. Joint-Sealant Application: Exterior and interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
a. Construction joints in cast-in-place concrete.
b. Joints between plant-precast architectural concrete units.
c. Control and expansion joints in unit masonry.
d. Joints in dimension stone cladding.
e. Joints in glass unit masonry assemblies.
f. Joints in exterior insulation and finish systems.
g. Joints between metal panels.
h. Joints between different materials listed above.
i. Perimeter joints between materials listed above and frames of doors windows and louvers.
j. Control and expansion joints in ceilings and other overhead surfaces.
k. Other joints as indicated on Drawings.

2. Joint Sealant: Urethane, S, NS, 35, NT.

C. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
b. Tile control and expansion joints where indicated.
c. Other joints as indicated on Drawings.

2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.

D. Joint-Sealant Application: Concealed mastics.

1. Joint Locations:
a. Aluminum thresholds.
b. Sill plates.
c. Other joints as indicated on Drawings.

2. Joint Sealant: Butyl-rubber based.

END OF SECTION

SECTION 08 11 13

HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:
1. Interior standard steel doors and frames.
2. Interior custom hollow-metal doors and frames.

1.02 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include the following:
1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.

C. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.03 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Field quality control reports.

1.04 CLOSEOUT SUBMITTALS

A. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Subject to compliance with requirements provide hollow metal doors and frames by the following:
1. Ceco Door, Assa Abloy.
2. Curries Company, Assa Abloy.
3. DKS Steel Door & Frames System.
4. Republic Doors and Frames.

2.02 PERFORMANCE REQUIREMENTS

A. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated on Drawings, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.
   1. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing in accordance with UL 1784 and installed in compliance with NFPA 105.

2.03 INTERIOR STANDARD STEEL DOORS AND FRAMES

A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 2; ANSI/SDI A250.4, Level B. At locations indicated in the Door and Frame Schedule.
   1. Doors:
      a. Type: As indicated in the Door and Frame Schedule.
      b. Thickness: 1-3/4 inches.
      c. Face: Uncoated steel sheet, minimum thickness of 0.042 inch.
      d. Edge Construction: Model 1, Full Flush.
      e. Core: Manufacturer's standard.
      f. Fire-Rated Core: Manufacturer's standard laminated mineral board core for fire-rated doors.
   2. Frames:
      a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch.
      b. Frames: Fabricated from same thickness material as adjacent door frame.
      c. Construction: Full profile welded.

C. Extra-Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 3; ANSI/SDI A250.4, Level A. At locations indicated in the Door and Frame Schedule.
   1. Doors:
      a. Type: As indicated in the Door and Frame Schedule.
      b. Thickness: 1-3/4 inches.
      c. Face: Uncoated steel sheet, minimum thickness of 0.053 inch.
      d. Edge Construction: Model 1, Full Flush .
      e. Core: Manufacturer's standard.
      f. Fire-Rated Core: Manufacturer's standard vertical steel stiffener core for fire-rated doors.
   2. Frames:
      a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch.
      b. Sidelite Frames: Fabricated from same thickness material as adjacent door frame.
      c. Construction: Full profile welded.

D. Maximum-Duty Doors and Frames: ANSI/SDI A250.8, Level 4; ANSI/SDI A250.4, Level A. At locations indicated in the Door and Frame Schedule.
   1. Doors:
      a. Type: As indicated in the Door and Frame Schedule.
      b. Thickness: 1-3/4 inches.
      c. Face: Uncoated steel sheet, minimum thickness of 0.067 inch.
      d. Edge Construction: Model 1, Full Flush.
      e. Core: Manufacturer's standard.
      f. Fire-Rated Core: Manufacturer's standard vertical steel stiffener laminated mineral board core for fire-rated and temperature-rise-rated doors.
   2. Frames:
      a. Materials: Uncoated steel sheet, minimum thickness of 0.067 inch.
      b. Frames: Fabricated from same thickness material as adjacent door frame.
      c. Construction: Full profile welded.

2.04 FRAME ANCHORS

A. Jamb Anchors:
   1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
   2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.
   3. Postinstalled Expansion Anchor: Minimum 3/8-inch-diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.

B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.

C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at top of underlayment.

D. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

2.05 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.

D. Inserts, Bolts, and Fasteners: Hot-dip galvanized in accordance with ASTM A153/A153M.

E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

F. Mineral-Fiber Insulation: ASTM C665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics.

G. Glazing: Comply with requirements in Section 08 80 00 "Glazing."

2.06 FABRICATION

A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
   1. Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by welding, or by rigid mechanical anchors.
   2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
   3. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
      a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
      b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping in accordance with ANSI/SDI A250.6, the Door Hardware Schedule, and templates.
   1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
   2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

C. Glazed Lites: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with mitered hairline joints.
   1. Provide stops and moldings flush with face of door, and with beveled stops unless otherwise indicated.
   2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
   3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames. Provide loose stops and moldings on inside of hollow-metal doors and frames.
   4. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

5. Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.

2.07 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 EXECUTION

3.01 PREPARATION

A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.

B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.02 INSTALLATION

A. Hollow-Metal Frames: Comply with NAAMM-HMMA 840 and NAAMM-HMMA 863.
1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
   a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
   b. Install frames with removable stops located on secure side of opening.
2. Fire-Rated Openings: Install frames in accordance with NFPA 80.
3. Floor Anchors: Secure with postinstalled expansion anchors.
   a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
4. Solidly pack mineral-fiber insulation inside frames.
5. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.
6. In-Place Concrete or Masonry Construction: Secure frames in place with post installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
7. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
   a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
   b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.

c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

B. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
1. Non-Fire-Rated Steel Doors: Comply with NAAMM-HMMA 841 and NAAMM-HMMA 863, NAAMM-HMMA guide specification indicated.
2. Fire-Rated Doors: Install doors with clearances in accordance with NFPA 80.
3. Smoke-Control Doors: Install doors in accordance with NFPA 105.

C. Glazing: Comply with installation requirements in Section 08 "Glazing" and with hollow-metal manufacturer's written instructions.

3.03 FIELD QUALITY CONTROL

A. Agency: Engage a qualified inspector to perform inspections and to furnish reports to Architect.

B. Inspections:
1. Fire-Rated Door Inspections: Inspect each fire-rated door in accordance with NFPA 80, Section 5.2.
2. Egress Door Inspections: Inspect each door equipped with panic hardware, each door equipped with fire exit hardware, each door located in an exit enclosure, each electrically controlled egress door, and each door equipped with special locking arrangements in accordance with NFPA 101, Section 7.2.1.15.

C. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.

D. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

E. Prepare and submit separate inspection report for each fire-rated door assembly indicating compliance with each item listed in NFPA 80 and NFPA 101.

3.04 REPAIR

A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

C. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION

SECTION 08 42 33

REVOLVING DOOR ENTRANCES

PART 1 GENERAL

1.01 SUMMARY

A. This section includes the following types of revolving entrance doors:
   1. Four wing access control revolving door including enclosure walls and canopy.

B. Related Sections:
   1. Division 7 Sections for caulking to the extent not specified in this section.
   2. Division 8 Section "Aluminum-Framed Entrances and Storefronts" for entrances furnished separately in Division 8 Section.
   3. Division 8 Section "Door Hardware" for hardware to the extent not specified in this Section.
   4. Division 26 Sections for electrical connections including conduit and wiring for revolving door entrance operators and lighting.
   5. Division 28 Sections for access control devices.

1.02 REFERENCES

A. References: Refer to the version year adopted by the Authority Having Jurisdiction.
   1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
   2. ICC/IBC - International Building Code.
   3. NFPA 70 - National Electrical Code.
   4. NFPA 101 - Life Safety Code.

B. American National Standards Institute (ANSI) / Builders Hardware Manufacturers Association (BHMA).
   1. ANSI/BHMA A156.27 American National Standard for Power and Manual Operated Revolving Pedestrian Doors.
   2. ANSI Z97.1 Standards for Safety Glazing Material Used in Buildings.

C. American Society for Testing and Materials (ASTM).
   1. ASTM B221 Standard Specification for Aluminum and Aluminum Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
   2. ASTM B209 Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.

D. American Architectural Manufacturers Association (AAMA).
   1. AAMA 611 Voluntary Specification for Anodized Architectural Aluminum.

E. National Association of Architectural Metal Manufacturers (NAAMM).
   1. Metal Finishes Manual for Architectural Metal Products.

F. International Code Council (ICC).
   1. IBC: International Building Code.

1.03 DEFINITIONS

A. Activation Device: Device that, when actuated, sends an electrical signal to the door operator to activate the operation of the door.

B. Safety Device: A device that detects the presence of an object or person within a zone where contact could occur and provides a signal to stop the movement of the door.

1.04 PERFORMANCE REQUIREMENTS

A. Compliance with the following:
   1. ANSI/BHMA A156.27 American National Standard for Power and Manual Operated Revolving Pedestrian Doors.

B. Thermal Movements: Provide revolving entrance doors that allow for thermal movements resulting from maximum change in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

C. Emergency Exit door requirements: Comply with requirements of authorities having jurisdiction for revolving entrance doors serving as a required means of egress.

D. Breakout Force Requirements:
   1. Revolving doors shall be provided with a mechanism that allows emergency breakout of door panels when a maximum force of 130 lbs (570 N) applied 3 inches (75 mm) from the outer edge of the door panel and 40 inches (1020 mm) above the floor, unless otherwise allowed by ANSI/BHMA A156.27.

E. Revolving door entrances shall have a mechanism that controls the speed of the rotating door panels to the maximum allowable revolutions per minute (RPM) as specified by ANSI/BHMA A156.27.

1.05 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, fabrication, operational descriptions and finishes.

B. Shop Drawings: Submit manufacturer’s shop drawings, including elevations, sections and details, indicating dimensions, materials, and fabrication of doors, enclosure wall, canopy, operator, activation sensors, safety sensors, anchors, hardware, finish, options and accessories.

C. Samples: Submit manufacturer’s samples of aluminum finish.

D. Informational Submittals: Manufacturer's product information and applicable sustainability program credits that are available to contribute towards a LEED rated project certification.

1. Credit MR 4.1 and 4.2: Manufacturer's or fabricator's certificate indicating percentage of post-consumer recycled content by weight and pre-consumer recycled content by weight for each Product specified under this Section.

E. Manufacturers Field Reports: Submit manufacturer's field reports from AAADM certified technician of inspection and approval of doors for compliance with ANSI/BHMA A156.27 after completion of installation.

F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door opening installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the entrance and their nearest service representatives. The final copies delivered after completion of the installation test to include spare parts list.

G. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

1.06 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage a qualified manufacturer with a minimum of ten (10) years of documented experience in manufacturing revolving door systems similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum three (3) years documented experience installing and maintenance of units similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

C. Certified Inspector Qualifications: Certified by AAADM.

D. Source Limitations for Revolving Door Entrances: Obtain each type of door, frame, operator and sensor components specified in this Section from a single source, same manufacturer unless otherwise indicated.

1.07 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of openings to receive revolving door entrances by field measurements before fabrication and indicate on shop drawings.

1.08 COORDINATION

A. Coordinate sizes and locations of recesses in concrete floors for recessed tracks and thresholds if applicable. Concrete work is specified in Division 03.

B. Electrical System Roughing-in: Coordinate layout and installation of revolving door entrances with connections to the electrical systems including fire detection and access control systems as applicable.

1.09 WARRANTY

A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Revolving Door Entrances shall be free of defects in material and workmanship for a period of One (1) year from the date of substantial completion.

C. During the warranty period a factory-trained technician shall perform service and affect repairs. An inspection shall be performed after each adjustment or repair.

D. During the warranty period all warranty work, including but not limited to emergency service, shall be performed during normal business hours.

E. Manufacturer shall have in place a dispatch procedure that shall be available 24 hours a Day, 7 Days a week for emergency call back service.

PART 2 PRODUCTS

A. MANUFACTURER
1. Manufacturer: ASSA ABLOY Entrance Systems, 1900 Airport Road, Monroe, NC 28110. Toll Free (877) SPEC-123. Fax (704) 290- 5555 Website www.assaabloyentrance.com contact: specdesk.na.aaes@assaabloy.com

   Alan Whitmire
   210-278-2263; Alan.Whitmire@assaabloy.com

B. Substitutions: or approved equal.

2.02 REVOLVING DOOR ENTRANCES

A. Revolving door entrances including the following:
1. Aluminum framed in-fill panel revolving doors.
2. Radiused enclosure walls.
3. Entrance canopy and roof.
4. Overhead concealed electro-mechanical operator.
5. Microprocessor controlled revolving door control system.
6. Controls and accessories as required for a complete installation.

2.03 REVOLVING DOOR ENTRANCE COMPONENTS

A. Three Wing and Four Wing Access Control Revolving Door Entrances:
1. Circular Enclosure Walls and Canopy: Slim line aluminum extrusion framing with a minimum wall thickness of 0.125 inches. Framing for the enclosure walls and canopy shall be formed to the required radius. All internal structural support shall be slim line aluminum construction.
   a. Segmented walls and canopy shall not be allowed.

b. Metal-wrapped wood substrate or other metal-wrapped material substrates shall not be allowed.
2. Rotating Wings: Aluminum extrusion framed infill panels.
3. Center Post: Extruded aluminum, finished to match door wings.
4. Emergency Escape Doors: Doors in rotating wings shall be as follows:
   a. Four (4) double acting swing door panels.
   b. Door wings shall have electro-magnetic locking that hold the door panels in a closed position.
5. Weather Stripping: Natural horse hair and synthetic fiber brush shall provide continuous horizontal and vertical seals during both the rotating mode and the non-rotating closed position to insure limited air infiltration.
6. Canopy: Manufacturer's standard canopy construction, size and layout matching diameter of enclosure walls, with formed metal panel sides of material and finish matching enclosure walls, unless otherwise indicated.
   a. Aluminum sheet roof, finish as indicated.
7. Rotating Ceiling: 5/8" laminate faced insulation board.
   a. Ceiling panels must be removable and serve as access hatches.
8. Ceiling Lights: 5 watt, 3000K LED MR16 lamp, 12VAC/DC. Flush mounted ceiling light fixtures in quantity as indicated. (203-220VAC, AC light fixtures shall not be acceptable).
   a. Light activation control via the program selection switch or from optional remote location.
   b. Six (6) LED light fixtures.
9. Infill Panels: Curved walls and curved rotating doors shall be infilled panels formed to the required radius to assure a weather seal throughout enclosure.

2.04 REVOLVING DOOR OPERATOR AND CONTROLS

A. Controls must be microprocessor based "plug-in type" electronics (hard wired systems are not acceptable) with self-diagnostics and digital display status indicator. Digital display status indicator must be located on the interior left of the curved outside wall system. System must be capable of providing information indicating door status, source or probable cause plus remedy.

B. Three Wing and Four Wing Access Control Revolving Door Entrances:
1. Drive Assembly: Center shaft driven by a worm gear reducer with one 1/4 HP DC permanent magnet motor. The drive assembly allows manual rotation, when there is no power to the motor for fail safe operation. Drive assembly shall not permit door speed to be over ridden beyond the set operational speed.
   a. Power Requirements - shall be (1) 208-220 VAC, 20 Amp, 60HZ line, and (1) 115-120 VAC, 50/60 Hz.
   b. UPS battery backup to provide power that will allow continuous operation of revolving door for up to one (1) hour. The UPS battery backup system shall support USB, HTTP, DMI, and SNMP protocol for remote monitoring.
2. Self-Monitoring Function: Supervision of all systems must be performed by the Micro-processor Control Unit (MCU) by conducting "self-monitoring" continuously. Malfunction of any device shall cause the door to stop and the error code shall be indicated on the diagnostic display of the Micro-processor Control Unit MCU.

a. Doors without the "self-monitoring function" will be considered unsafe and will not be acceptable.

3. Program Control Device (PCD):
   a. Provide one (1) program control device (PCD) on the interior left vertical jamb of the curved wall. PCD shall provide seven (7) functions including locked in closed position, entry/exit with activation by access control device (one-way or two-way operation as specified), free entry/free exit, no entry/free exit, manual operation (forward/reverse).
   b. The PCD utilizes entry code access and does not require key operation during normal use of the door system.
   c. The buffer memory is a function of the microprocessor that records the last 600 operational events of the door system.
   d. The PCD provides visual displays to notify the user of operational codes.
   e. The real time clock is programmable for 3 different day schedules, 10 different operation modes per day schedule, weekly schedules and up to 16 exceptions for holidays.

2.05 ACTIVATION AND SAFETY CONTROL DEVICES

A. Three Wing and Four Wing Access Control Revolving Door Entrances:
   1. Activation Units:
      a. Revolving door shall be activated by access control devices allowing the following type of operation (access control devices by others):
         (i) Two-way access control operation: access controlled entry and exit (two access control devices required).
         (ii) Refer to Program Control Device (PCD) for other modes of operation not controlled by the access control device(s).
      b. Automatic Operation: Signal from the access control device activates the unit and revolves the door up to one turn, and then returns door wings to home position.
   2. Safety Control Devices:
      a. Provide primary and/or secondary safety devices located vertically at the entrances and force-sensitive door leaves. All devices shall be incorporated as follows:
         (i) Vertical Safety Sensors:
            (a) Two (2) total compressible safety switches on the outer drum wall entrances. Activation shall cause the door to stop and reverse.
         (ii) Force-Sensitive Door Leaves:
            (a) When an obstacle prohibits or slows rotation of the door, (at a value higher than the pre-set resistance of the door) rotation will stall and cease for 3 seconds. If no obstacle is detected after 3 seconds, the rotation of the door will resume.
         (iii) Emergency Stop:
            (a) The revolving door shall include one (1) emergency stop push button. When the button is pressed, the rotation shall stop.
         (iv) Slow Speed Push Plates:
            (a) The revolving door shall include two (2) handicapped "push to slow" push plates. When the push plate is pressed, the rotation speed will be reduced.

3. Emergency Escape Operation:
    a. Loss of power and/or fire alarm input will initiate the release of the electro-magnetic lock allowing for the door panels to be manually pushed to the emergency egress position.
4. Monitoring Sensors:
    a. Anti-Tailgating: Overhead sensors monitor passage of authorized users. Overhead sensor will detect an unauthorized user attempting passage in a separate quadrant as an authorized user enters. If an unauthorized user is detected, the door will stop revolving preventing entry of either user, a voice annunciator will announce "security violation", and the door will reverse backing the unauthorized user into the area that he came from. The door will then resume allowing the authorized user to enter.
    b. Anti-Piggy Backing: The Besam Secure360 overhead sensor system monitors passage of authorized users. The Secure360 overhead sensors detect suspicious activity, such as piggybacking (two people in the same quadrant) and tailgating (an unauthorized person attempting to use a separate quadrant). If a suspicious activity is detected, the door will stop revolving thus preventing entry of unauthorized users and a voice annunciator will announce "security violation".
    c. Overhead monitoring sensors shall be located in the ceiling of secure compartments.

2.06 ALUMINUM FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Curved Enclosure Finish:
1. Anodized Finish:
    a. AAMA 611, Dark Bronze, AA-M12C22A44, Class I, 0.018 mm.

C. Rotating Enclosure Finish:
1. Anodized Finish:
    a. AAMA 611, Dark Bronze, AA-M12C22A44, Class I, 0.018 mm.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine the opening to receive the revolving door entrance with the Installer present, for compliance with requirements for installation tolerances, wall and floor construction, and other conditions affecting performance.

B. Examine roughing-in for electrical source power to verify actual locations of wiring connections.

C. Proceed only after such discrepancies or conflicts have been resolved.

3.02 INSTALLATION

A. Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure non-movement joints. Seal joints watertight.

B. Entrances: Install revolving door entrances plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
   1. Install revolving door entrances in accordance with manufacturer's printed instructions and recommendations.
   2. Install surface mounted hardware using concealed fasteners to greatest extent possible.
   3. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the assembly to exterior.

C. Door Operators: Connect door operators and lighting to electrical power distribution system as specified in Division 26 Sections.
   1. Connect to access control systems as specified in Division 28 Sections.

D. Glazing: Glaze revolving door entrances in accordance with the Glass Association of North America (GANA) Glazing Manual, published recommendations of glass product manufacturer, and published instructions of automatic entrance system manufacturer.

E. Sealants: Comply with requirements specified in division 7 Section "Joint Sealants" to provide a weather tight installation.
   1. Set sill members, flashings, and framing members in full bed of sealant.
   2. Seal perimeter of framing members with sealant.

F. Signage: Apply signage on both sides of each door as required by ANSI/BHMA A156.27 and manufacturers installation instructions.

3.03 ADJUSTING

A. Adjust door operators, controls and hardware for smooth and safe operation and for weather tight closure. Adjust doors in compliance with ANSI/BHMA A156.27.

3.04 FIELD QUALITY CONTROL

A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
   1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.
   2. Submit documentation of incomplete items in the following formats:
      a. PDF electronic file.
      b. Electronic formatted file integrated with the Openings Studio™ door opening management software platform.

3.05 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door installation.

B. Clean glass and metal surfaces promptly after installation. Remove excess sealants, compounds, dirt and other substances. Repair damages to match original finish.

3.06 DEMONSTRATION

A. Engage a factory-authorized representative to train Owner's maintenance personnel to adjust, operate, and maintain safe operation of the revolving door entrance.

END OF SECTION

SECTION 08 43 13

ALUMINUM-FRAMED STOREFRONTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Aluminum-framed storefront systems.

1.02 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For aluminum-framed storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
1. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.

C. Samples: For each type of exposed finish required.

D. Delegated-Design Submittal: For aluminum-framed storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.04 INFORMATIONAL SUBMITTALS

A. Sample warranties.

1.05 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.06 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer and that employs a qualified glazing contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AGM) contractors and that employs glazing technicians certified under the Architectural Glass and Metal Technician (AGMT) certification program.

B. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components

and assemblies as they relate to sightlines, to one another, and to adjoining construction.

1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.07 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: Two years from date of Substantial Completion.

B. Special Finish Warranty, Factory-Applied Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of baked enamel, powder coat, or organic finishes within specified warranty period.
   1. Warranty Period: Five years from date of Substantial Completion.

C. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Kawneer.

B. Old Castle.

2.02 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design aluminum-framed storefronts.

B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
   1. Aluminum-framed storefronts shall withstand movements of supporting structure, including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
   2. Failure also includes the following:
      a. Thermal stresses transferring to building structure.
      b. Glass breakage.
      c. Loosening or weakening of fasteners, attachments, and other components.
      d. Failure of operating units.

C. Structural Loads:
   1. Other Design Loads: 5 psf.

D. Deflection of Framing Members Supporting Glass: At design wind load, as follows:
   1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans of up to 13 feet 6 inches and to 1/240 of clear span plus 1/4 inch for spans greater than 13 feet 6 inches.
   2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch.

E. Structural: Test in accordance with ASTM E330/E330M as follows:
   1. When tested at positive and negative wind-load design pressures, storefront assemblies do not evidence deflection exceeding specified limits.
   2. When tested at 150 percent of positive and negative wind-load design pressures, storefront assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
   3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

2.03 ALUMINUM-FRAMED STOREFRONT SYSTEMS

A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
   1. .
   2. Interior Vestibule Framing Construction: Nonthermal.
   3. Glazing System: Retained mechanically with gaskets on four sides.
   4. Glazing Plane: Center.
   5. Finish: Color anodic finish.
   6. Fabrication Method: Field-fabricated stick system.
   7. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
   8. Steel Reinforcement: As required by manufacturer.

B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstinging, nonferrous shims for aligning system components.

2.04 GLAZING

A. Glazing: Comply with Section 088000 "Glazing."

B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.

C. Glazing Sealants: As recommended by manufacturer.

2.05 MATERIALS

A. Sheet and Plate: ASTM B209.

B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221.

C. Structural Profiles: ASTM B308/B308M.

D. Steel Reinforcement:
   1. Structural Shapes, Plates, and Bars: ASTM A36/A36M.
   2. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.
   3. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.

E. Steel Reinforcement Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods in accordance with recommendations in SSPC-SP COM, and prepare surfaces in accordance with applicable SSPC standard.

2.06 FABRICATION

A. Form or extrude aluminum shapes before finishing.

B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

C. Fabricate components that, when assembled, have the following characteristics:
   1. Profiles that are sharp, straight, and free of defects or deformations.
   2. Accurately fitted joints with ends coped or mitered.
   3. Physical and thermal isolation of glazing from framing members.
   4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
   5. Provisions for field replacement of glazing from interior.
   6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.

E. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

2.07 ALUMINUM FINISHES

A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
   1. Color: Match Architect's sample.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

A. Comply with manufacturer's written instructions.

B. Do not install damaged components.

C. Fit joints to produce hairline joints free of burrs and distortion.

D. Rigidly secure nonmovement joints.

E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.

F. Seal perimeter and other joints watertight unless otherwise indicated.

G. Metal Protection:
   1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
   2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

H. Set continuous sill members and flashing in full sealant bed, as specified in Section 07 92 00 "Joint Sealants," to produce weathertight installation.

I. Install joint filler behind sealant as recommended by sealant manufacturer.

J. Install components plumb and true in alignment with established lines and grades.

3.02 INSTALLATION OF GLAZING

A. Install glazing as specified in Section 08 80 00 "Glazing."

END OF SECTION

SECTION 08 66 00

DETENTION / SECURITY WINDOWS - STEEL FIXED DETENTION WINDOW

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnish and install detention/security windows as shown in the contract drawings. Work shall include but not be limited to steel windows, closures, trim, anchors and factory applied finishes (if required).

1.02 RELATED WORK

A. Detention and Security Glazing: Section 08 88 53

B. Perimeter caulking and sealing: Section 07 90 00

C. Anchors built-in or masonry embeds: Section 05 50 00

1.03 QUALITY ASSURANCE, PERFORMANCE REQUIREMENTS

A. Windows shall meet or exceed the following standards:
   1. Air Infiltration Test
      a. ASTM E283-04(2012) – Maximum air infiltration
      b. 0.15 CFM/FT of crack length with a pressure differential across the windows of 1.56 PSF (25 MPH).
   2. Impact Test
      a. ASTM F1592-12 – Glazing Test – The glazing and panels shall remain in place. No damage to the extent that forcible entry can be achieved. Frame Test – No welded joints or the entire frame joint shall completely separate. The wall anchoring shall retain the frame in place throughout the test procedure to the extent that forcible entry cannot be achieved.

1.04 SUBMITTALS

A. Submit shop drawings showing window and installation details, including anchorage, fastening, and recommended sealing methods. Show dimensioned elevations with opening and window sizes. Upon request, provide test reports for all pertinent standards.

PART 2 PRODUCTS

2.01 APPROVED MANUFACTURERS

A. Detention/Security windows shall be provided by a manufacturer and/or distributor of steel windows whose products meet the Steel Window Institute's performance specifications for detention/security windows, as set forth herein or in effect from time to time.

2.02 MATERIALS

A. Perimeter frames and imposts (where required) shall be manufactured from galvannealed steel not less than 12 gauge. Profiles shall conform to approved shop drawings.

B. Detention bars shall be 7/8" round and/or 1/4" x 2" flat steel bars. Moderate detention bars shall be mild steel and maximum detention bars are tool resisting steel.

C. Security tubes (where required) shall be 2" x 1- 1/2" not less than 14 gauge steel.

D. Glazing beads shall be steel angle not less than 14 gauge.

E. Bead and trim screws shall be tamper resisting #10 truss or button head plated steel.

F. Anchors shall be 3/16" plated steel angle or plate.

2.03 FABRICATION

A. Fabricate windows in accordance with the approved shop drawings.

B. Frame members shall be mitered and/or coped, face or back welded at the corners the full depth of the frame. Exposed face welds shall be dressed smooth.

C. Security tubes shall be solidly welded to the frame members.

D. Detention members shall be concealed in frame and tube members. Round detention bars shall penetrate the flat bars. All concealed detention bars shall be galvanized or iron-phosphate treated using a five-step process and prime painted.

E. Anchors shall be welded to the perimeter frame member or the 1/4" x 2" detention flat at a maximum spacing of 18" on center.

F. After assembly, windows shall be iron or zinc phosphate treated using a five-stage process and painted using acrylic polyurethane enamel or powder coated.

PART 3 EXECUTION

3.01 INSPECTION

A. Window openings shall conform to details and dimensions shown on the approved shop drawings.

B. Conditions which may adversely affect the window installation must be corrected by the General Contractor prior to installation.

3.02 INSTALLATION

A. Install windows in strict accordance with the approved shop drawings.

B. Set windows plumb, level and true to line, without warp or rack of frames.

C. All necessary manufacturer's standard steel anchors shall be included. Any required embedded or cast-in anchors shall be provided by the General Contractor in accordance with the window manufacturer's approved shop drawings.

D. Exterior metal-to-metal joints between windows, trim, and mullions shall be properly sealed watertight with an approved sealant by the window installer.

3.03 CLEANING

A. The General Contractor shall be responsible for protecting the windows and related materials during storage on the job and during and after installation.

B. Window installer shall leave the window surfaces clean after installation.

C. Any protection necessary due to the cleaning of materials adjacent to the windows shall be the responsibility of the General Contractor.

END OF SECTION

SECTION 08 71 00

DOOR HARDWARE

PART 1 GENERAL

1.01 SUMMARY:

A. Section Includes: Finish Hardware for door openings, except as otherwise specified herein.
   1. Door hardware for steel (hollow metal) doors.
   2. Door hardware for aluminum doors.
   3. Door hardware for wood doors.
   4. Door hardware for other doors indicated.
   5. Keyed cylinders as indicated.

B. Related Sections:
   1. Division 6: Rough Carpentry.
   2. Division 8: Aluminum Doors and Frames
   3. Division 8: Hollow Metal Doors and Frames.
   4. Division 8: Wood Doors.

C. References: Comply with applicable requirements of the following standards. Where these standards conflict with other specific requirements, the most restrictive shall govern.
   1. Builders Hardware Manufacturing Association (BHMA)
   2. NFPA 101 Life Safety Code
   3. NFPA 80 -Fire Doors and Windows
   4. ANSI-A156.xx- Various Performance Standards for Finish Hardware
   5. UL10C – Positive Pressure Fire Test of Door Assemblies
   6. ANSI-A117.1 – Accessible and Usable Buildings and Facilities
   7. DHI /ANSI A115.IG – Installation Guide for Doors and Hardware
   8. ICC – International Building Code

D. Intent of Hardware Groups
   1. Should items of hardware not definitely specified be required for completion of the Work, furnish such items of type and quality comparable to adjacent hardware and appropriate for service required.
   2. Where items of hardware aren't definitely or correctly specified, are required for completion of the Work, a written statement of such omission, error, or other discrepancy to be submitted to Architect, prior to date specified for receipt of bids for clarification by addendum; or, furnish such items in the type and quality established by this specification, and appropriate to the service intended.

1.02 SUBSTITUTIONS:

A. Comply with Division 1.

1.03 SUBMITTALS:

A. Comply with Division 1.

B. Special Submittal Requirements: Combine submittals of this Section with Sections listed below to ensure the "design intent" of the system/assembly is understood and can be reviewed together.

C. Product Data: Manufacturer's specifications and technical data including the following:
1. Detailed specification of construction and fabrication.
2. Manufacturer's installation instructions.
3. Wiring diagrams for each electric product specified. Coordinate voltage with electrical before submitting.
4. Submit 6 copies of catalog cuts with hardware schedule.
5. Provide 9001-Quality Management and 14001-Environmental Management for products listed in Materials Section 2.2

D. Shop Drawings - Hardware Schedule: Submit 6 complete reproducible copy of detailed hardware schedule in a vertical format.
1. List groups and suffixes in proper sequence.
2. Completely describe door and list architectural door number.
3. Manufacturer, product name, and catalog number.
4. Function, type, and style.
5. Size and finish of each item.
6. Mounting heights.
7. Explanation of abbreviations and symbols used within schedule.
8. Detailed wiring diagrams, specially developed for each opening, indicating all electric hardware, security equipment and access control equipment, and door and frame rough-ins required for specific opening.

E. Templates: Submit templates and "reviewed Hardware Schedule" to door and frame supplier and others as applicable to enable proper and accurate sizing and locations of cutouts and reinforcing.

F. Samples: (If requested by the Architect)
1. 1 sample of Lever and Rose/Escutcheon design, (pair).
2. 3 samples of metal finishes

G. Contract Closeout Submittals: Comply with Division 1 including specific requirements indicated.
1. Operating and maintenance manuals: Submit 3 sets containing the following.
a. Complete information in care, maintenance, and adjustment, and data on repair and replacement parts, and information on preservation of finishes.
b. Catalog pages for each product.
c. Name, address, and phone number of local representative for each manufacturer.
d. Parts list for each product.
2. Copy of final hardware schedule, edited to reflect, "As installed".
3. Copy of final keying schedule

4. One set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

1.04 QUALITY ASSURANCE

A. Comply with Division 1.
   1. Statement of qualification for distributor and installers.
   2. Statement of compliance with regulatory requirements and single source responsibility.
   3. Distributor's Qualifications: Firm with 3 years experience in the distribution of commercial hardware.
      a. Distributor to employ full time Architectural Hardware Consultants (AHC) for the purpose of scheduling and coordinating hardware and establishing keying schedule.
      b. Hardware Schedule shall be prepared and signed by an AHC.
   4. Installer's Qualifications: Firm with 3 years experienced in installation of similar hardware to that required for this Project, including specific requirements indicated.
   5. Regulatory Label Requirements: Provide testing agency label or stamp on hardware for labeled openings.
      a. Provide UL listed hardware for labeled and 20 minute openings in conformance with requirements for class of opening scheduled.
      b. Underwriters Laboratories requirements have precedence over this specification where conflict exists.
   6. Single Source Responsibility: Except where specified in hardware schedule, furnish products of only one manufacturer for each type of hardware.

B. Review Project for extent of finish hardware required to complete the Work. Where there is a conflict between these Specifications and the existing hardware, notify the Architect in writing and furnish hardware in compliance with the Specification unless otherwise directed in writing by the Architect.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping: Comply with Division 1.
   1. Deliver products in original unopened packaging with legible manufacturer's identification.
   2. Package hardware to prevent damage during transit and storage.
   3. Mark hardware to correspond with "reviewed hardware schedule".
   4. Deliver hardware to door and frame manufacturer upon request.

B. Storage and Protection: Comply with manufacturer's recommendations.

1.06 PROJECT CONDITIONS:

A. Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for the proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents.

B. Review Shop Drawings for doors and entrances to confirm that adequate provisions will be made for the proper installation of hardware.

1.07 WARRANTY:

A. Refer to Conditions of the Contract

B. Manufacturer's Warranty:
1. Closers: Ten years
2. Exit Devices: Five Years
3. Locksets & Cylinders: Three years
4. All other Hardware: Two years.

1.08 OWNER'S INSTRUCTION:

A. Instruct Owner's personnel in operation and maintenance of hardware units.

1.09 MAINTENANCE:

A. Extra Service Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals Section.
1. Special Tools: Provide special wrenches and tools applicable to each different or special hardware component.
2. Maintenance Tools: Provide maintenance tools and accessories supplied by hardware component manufacturer.
3. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra service materials.

B. Maintenance Service: Submit for Owner's consideration maintenance service agreement for electronic products installed.

PART 2 PRODUCTS

2.01 MANUFACTURERS:

A. The following manufacturers are approved subject to compliance with requirements of the Contract Documents. Approval of manufacturers other than those listed shall be in accordance with Division 1.

Item:	Manufacturer:	Approved:
Hinges	Stanley	Bommer, McKinney
Continuous Hinges	Stanley	Select, ABH
Locksets	Best 45H	Schlage L9000, Sargent 8200
Cylinders	Best Patented CoreMax	No Substitution
Exit Devices	Precision 2000	Von Duprin XP98, Sargent 8000-GL, 19, 43,
Closers	Stanley QDC100	LCN 4040 XP, Sargent 251
Access Control System	By Owner	

Push/Pull Plates	Trimco	Burns, Hiawatha
Protection Plates	Trimco	Burns, Hiawatha
Overhead Stops	Dorma	ABH, Trimco
Door Stops	Trimco	Burns, DCI
Flush Bolts	Trimco	ABH, Burns

2.02 MATERIALS:

A. Hinges:
1. Template screw hole locations
2. Minimum of 2 permanently lubricated non-detachable bearings
3. Equip with easily seated, non-rising pins
4. Sufficient size to allow 180-degree swing of door
5. Furnish hinges with five knuckles and concealed bearings
6. Provide hinge type as listed in schedule.
7. Furnish 3 hinges per leaf to 7 foot 6 inch height. Add one for each additional 30 inches in height or fraction thereof.
8. Tested and approved by BHMA for all applicable ANSI Standards for type, size, function and finish
9. UL10C listed for Fire rated doors.

B. Geared Continuous Hinges:
1. Tested and approved by BHMA for ANSI A156.26-1996 Grade 1
2. Anti-spinning through fastener
3. UL10C listed for 3 hour Fire rating
4. Non-handed
5. Lifetime warranty
6. Provide Fire Pins for 3-hour fire ratings
7. Sufficient size to permit door to swing 180 degrees

C. Mortise Type Locks and Latches:
1. Tested and approved by BHMA for ANSI A156.13, Series 1000, Operational Grade 1, Extra-Heavy Duty, Security Grade 2 and be UL10C.
2. Furnish UL or recognized independent laboratory certified mechanical operational testing to 4 million cycles minimum.
3. Provide 9001-Quality Management and 14001-Environmental Management.
4. Fit ANSI A115.1 door preparation
5. Functions and design as indicated in the hardware groups
6. Solid, one-piece, 3/4-inch (19mm) throw, anti-friction latchbolt made of self-lubricating stainless steel
7. Deadbolt functions shall have 1 inch (25mm) throw bolt made of hardened stainless steel
8. Latchbolt and Deadbolt are to extend into the case a minimum of 3/8 inch (9.5mm) when fully extended
9. Auxiliary deadlatch to be made of one piece stainless steel, permanently lubricated
10. Provide sufficient curved strike lip to protect door trim
11. Lever handles must be of forged or cast brass, bronze or stainless steel construction and conform to ANSI A117.1. Levers that contain a hollow cavity are not acceptable

12. Lock shall have self-aligning, thru-bolted trim
13. Levers to operate a roller bearing spindle hub mechanism
14. Mortise cylinders of lock shall have a concealed internal setscrew for securing the cylinder to the lockset. The internal setscrew will be accessible only by removing the core, with the control key, from the cylinder body.
15. Spindle to be designed to prevent forced entry from attacking of lever
16. Provide locksets with 7-pin removable and interchangeable core cylinders
17. Each lever to have independent spring mechanism controlling it
18. Core face must be the same finish as the lockset.

D. Mortise Deadbolt:
1. Tested and approved by ANSI A156.36, Operational Grade 1.
2. Provide 9001-Quality Management and 14001-Environmental Management.
3. Locksets and cores to be of the same manufacturer to maintain complete lockset warranty
4. 2-3/4 inch (70mm) backset
5. 1 inch throw deadbolt
6. Provide locksets with 7-pin core.

E. Exit Devices shall:
1. Tested and approved by BHMA for ANSI 156.3, Grade 1
2. Provide 9001-Quality Management and 14001-Environmental Management.
3. Furnish UL or recognized independent laboratory certified mechanical operational testing to 10 million cycles minimum.
4. Provide a deadlocking latchbolt
5. Non-fire rated exit devices shall have cylinder dogging.
6. Touchpad shall be "T" style
7. Exposed components shall be of architectural metals and finishes.
8. Lever design shall match lockset lever design
9. Provide strikes as required by application.
10. Fire exit devices to be listed for UL10C
11. UL listed for Accident Hazard
12. Shall consist of a cross bar or push pad, the actuating portion of which extends across, shall not be less than one half the width of the door leaf.
13. Provide vandal resistant or breakaway trim

F. Cylinders:
1. Provide the necessary cylinder housings, collars, rings & springs as recommended by the manufacturer for proper installation.
2. Provide the proper cylinder cams or tail piece as required to operate all locksets and other keyed hardware items listed in the hardware sets.
3. Coordinate and provide as required for related sections.
4.

G. Door Closers shall:
1. Tested and approved by BHMA for ANSI 156.4, Grade 1
2. UL10C certified
3. Provide 9001-Quality Management and 14001-Environmental Management.
4. Closer shall have extra-duty arms and knuckles

5. Conform to ANSI 117.1
6. Maximum 2 7/16 inch case projection with non-ferrous cover
7. Separate adjusting valves for closing and latching speed, and backcheck
8. Provide adapter plates, shim spacers and blade stop spacers as required by frame and door conditions
9. Full rack and pinion type closer with 1½" minimum bore
10. Mount closers on non-public side of door, unless otherwise noted in specification
11. Closers shall be non-handed, non-sized and multi-sized.

H. Kickplates: Provide with four beveled edges ANSI J102, 10 inches high by width less 2 inches on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.

I. Mop plates: Provide with four beveled edges ANSI J103, 6 inches high by width less 1 inch on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.

J. Door Bolts: Flush bolts for wood or metal doors.
1. Provide a set of Automatic bolts, Certified ANSI/BHMA 156.3 Type 25 for hollow metal label doors.
2. Provide a set of Automatic bolts, Certified ANSI/BHMA 156.3 Type 27 at wood label doors.
3. Manual flush bolts, Certified ANSI/BHMA 156.16 at openings where allowed local authority.
4. Provide Dust Proof Strike, Certified ANSI/BHMA 156.16 at doors with flush bolts without thresholds.

K. Silencers: Furnish silencers on all interior frames, 3 for single doors, 2 for pairs. Omit where any type of seals occur.

2.03 FINISH:

A. Designations used in Schedule of Finish Hardware - 3.05, and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18 including coordination with traditional U.S. finishes shown by certain manufacturers for their products

B. Powder coat door closers to match other hardware, unless otherwise noted.

C. Aluminum items shall be finished to match predominant adjacent material. Seals to coordinate with frame color.

2.04 KEYS AND KEYING:

A. Provide keyed brass construction cores and keys during the construction period. Construction control and operating keys and core shall not be part of the Owner's permanent keying system or furnished in the same keyway (or key section) as the Owner's permanent keying system. Permanent cores and keys (prepared according to the accepted keying schedule) will be furnished to the Owner.

B. Cylinders, removable and interchangeable core system: Best CORMAX™ Patented 7-pin.

C. Permanent keys and cores: Stamped with the applicable key mark for identification. These visual key control marks or codes will not include the actual key cuts. Permanent keys will also be stamped "Do Not Duplicate."

D. Transmit Grand Masterkeys, Masterkeys and other Security keys to Owner by Registered Mail, return receipt requested.

E. Furnish keys in the following quantities:
1. 1 each Grand Masterkeys
2. 4 each Masterkeys
3. 2 each Change keys each keyed core
4. 15 each Construction masterkeys
5. 1 each Control keys

F. The Owner, or the Owner's agent, will install permanent cores and return the construction cores to the Hardware Supplier. Construction cores and keys remain the property of the Hardware Supplier.

G. Keying Schedule: Arrange for a keying meeting, and programming meeting with Architect Owner and hardware supplier, and other involved parties to ensure locksets and locking hardware, are functionally correct and keying and programming complies with project requirements. Furnish 3 typed copies of keying and programming schedule to Architect.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of conditions: Examine doors, frames, related items and conditions under which Work is to be performed and identify conditions detrimental to proper and or timely completion.
1. Do not proceed until unsatisfactory conditions have been corrected.

3.02 HARDWARE LOCATIONS:

A. Mount hardware units at heights indicated in the following publications except as specifically indicated or required to comply with the governing regulations.
1. Recommended Locations for Builder’s Hardware for Standard Steel Doors and Frames, by the Door and Hardware Institute (DHI).
2. Recommended locations for Architectural Hardware for flush wood doors (DHI).
3. WDMA Industry Standard I.S.-1A-04, Industry Standard for Architectural wood flush doors.

3.03 INSTALLATION:

A. Install each hardware item per manufacturer's instructions and recommendations. Do not install surface mounted items until finishes have been completed on the substrate. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

B. Conform to local governing agency security ordinance.

C. Install Conforming to ICC/ANSI A117.1 Accessible and Usable Building and Facilities.
   1. Adjust door closer sweep periods so that from the open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the landing side of the door.

D. Installed hardware using the manufacturers fasteners provided. Drill and tap all screw holes located in metallic materials. Do not use "Riv-Nuts" or similar products.

3.04 FIELD QUALITY CONTROL AND FINAL ADJUSTMENT

A. Contractor/Installers, Field Services: After installation is complete, contractor shall inspect the completed door openings on site to verify installation of hardware is complete and properly adjusted, in accordance with both the Contract Documents and final shop drawings.
   1. Check and adjust closers to ensure proper operation.
   2. Check latchset, lockset, and exit devices are properly installed and adjusted to ensure proper operation.
      a. Verify levers are free from binding.
      b. Ensure latchbolts and dead bolts are engaged into strike and hardware is functioning.
   3. Report findings, in writing, to architect indicating that all hardware is installed and functioning properly. Include recommendations outlining corrective actions for improperly functioning hardware if required.

3.05 SCHEDULE OF FINISH HARDWARE:

Manufacturer List

Code	Name
BE	Best Access Systems
DM	Dorma Door Controls
PR	Precision
SH	Stanley Commercial Hardware
ST	Stanley
TR	Trimco

Option List

Code	Description
CD	CYLINDER DOGGING
RP	RINGS-RIM CYLINDER
36"	36" Door Width
CSK	COUNTER SINKING OF KICK and MOP PLATES
CA-03	Cylinder Attachment Kit (Rim/SVR Device)
1-3/4"	1-3/4" Thick Doors
B4E-HEAVY-KP	BEVELED 4 EDGES - KICK PLATES
Cut to Length	Cut to Length (Specify)
CORMAX PATENTED KEYING	Cormax Patented Keying

Finish List

Code	Description
AL	Aluminum
626	Satin Chromium Plated
630	Satin Stainless Steel
689	Aluminum Painted
GREY	Grey
US26D	Chromium Plated, Dull
US32D	Stainless Steel, Dull

Hardware Sets

SET #1
Doors: 110

3	Hinges	CB179 4 1/2 X 4 1/2 NRP	US26D	ST
1	Lockset	45H-7AB15R PATD CORMAX PATENTED KEYING	626	BE
1	Door Closer	QDC115	689	SH
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Mop Plate	KM050 6" x 35" B4E-HEAVY-KP CSK	630	TR

1	Wall Bumper	1270CX	626	TR
3	Silencer	1229A	GREY	TR

SET #2
Doors: 102, 103

3	Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1	Lockset	45H-7AB15R PATD CORMAX PATENTED KEYING	626	BE
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Mop Plate	KM050 6" x 35" B4E-HEAVY-KP CSK	630	TR
1	Wall Bumper	1270CX	626	TR
3	Silencer	1229A	GREY	TR

SET #3
Doors: 111

3	Hinges	CB179 4 1/2 X 4 1/2 NRP	US26D	ST
1	Lockset	45H-7AB15R PATD CORMAX PATENTED KEYING	626	BE
1	Door Closer	QDC120	689	SH
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Mop Plate	KM050 6" x 35" B4E-HEAVY-KP CSK	630	TR
3	Silencer	1229A	GREY	TR

SET #4
Doors: 117, 118, 119, 120, 121, 124

3	Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1	Lockset	45H-7D15R PATD CORMAX PATENTED KEYING	626	BE
1	Overhead Stop	902S	626	DM
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Mop Plate	KM050 6" x 35" B4E-HEAVY-KP CSK	630	TR
3	Silencer	1229A	GREY	TR

SET #5
Doors: 105

3	Hinges	CB179 4 1/2 X 4 1/2 NRP	US26D	ST
1	Lockset	45H-7AB15R PATD CORMAX PATENTED KEYING	626	BE
1	Door Closer	QDC115	689	SH
1	Mop Plate	KM050 6" x 35" B4E-HEAVY-KP CSK	630	TR
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Wall Bumper	1270CX	626	TR
1	Smoke Seal	5075CL	CLEAR	NA

SET #6
Doors: 104

1	Continuous Hinge	662HD UL 83" Cut to Length NOTE: Cut for 1 leaf for Dutch Door	AL	ST
1	Semi-Auto Flushbolt	3820	630	TR
1	Deadlock	48H-7K PATD CORMAX PATENTED KEYING	626	BE
1	Lockset	45H-7D15R PATD CORMAX PATENTED KEYING	626	BE
1	Door Close	QDC119	689	SH
2	Magnetic Holder	EM504	689	DM
1	Mop Plate	KM050 6" x 35" B4E-HEAVY-KP CSK	630	TR
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Floor Stop/Holder	1283-2S	626	TR
1	Smoke Seal	5075 CL @ Head, Jambs & Astragal NOTE: Dutch shelf projects to pull side of door.	CLEAR	TR

SET #7
Doors: 101

3	Hinges	CB191 4 1/2 X 4 ½ NRP	US26D	ST
1	Lockset	45H-7D15R PATD CORMAX PATENTED KEYING	626	BE
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Wall Bumper	1270CX	626	TR
3	Silencer	1229A	GREY	TR

SET #8
Doors: 125

3	Hinges	CB179 4 1/2 X 4 1/2 NRP	US26D	ST
1	Exit Device	2108 X 4908A 1-3/4" 36" CA-03 CD	630	PR
1	Rim Cylinder	12E-72 PATD CORMAX PATENTED KEYING RP	626	BE
1	Door closer	QDC117	689	SH
1	Mop Plate	KM050 6" x 35" B4E-HEAVY-KP CSK	630	TR
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
3	Silencer	1229A	GREY	TR

SET #9
Doors: 106, 107, 108, 109, 112, 114, 115, 116, 122, 123

1	REH	REUSE EXISTING HARDWARE	TECT

SET #10
Doors: 113, 125

3	Hinges	CB179 4 1/2 X 4 1/2 NRP	US26D	ST
1	Lockset	45H-7D15R PATD CORMAX PAT. KEYING	626	BE
1	Door closer	QDC117	689	SH
1	Kick Plate	K0050 10" x 34" B4E-HEAVY-KP CSK	630	TR
1	Mop Plate	KM050 6" x 35" B4E-HEAVY-KP CSK	630	TR
1	Smoke Seal	5075CL	CLEAR	NA

Opening List

Opening	Hdw Set	Opening Label
101	7	
102	2	
103	2	
104	6	
105	5	
106	9	
107	9	
108	9	
109	9	
110	1	
111	3	
112	9	
113	10	
114	9	
115	9	
116	9	
117	10	
118	4	
119	4	
120	4	
121	4	
122	9	
123	9	
124	4	
125	8	

SECTION 08 80 00

GLAZING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Glass products.
   2. Glazing sealants.
   3. Glazing tapes.
   4. Miscellaneous glazing materials.

1.02 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

1.03 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.04 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.

C. Delegated Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by qualified professional engineer responsible for their preparation.

1.05 INFORMATIONAL SUBMITTALS

A. Product Certificates: For glass.

B. Product test reports.

C. Preconstruction adhesion and compatibility test report.

D. Sample warranties.

1.06 QUALITY ASSURANCE

A. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazing.
   1. Design Wind Pressures: 5 psf.
   2. Thermal Loads: Design glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.

B. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

C. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:

2.02 GLASS PRODUCTS, GENERAL

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
   1. NGA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."

B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated 3/8th.

D. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

2.03 GLASS PRODUCTS

A. Clear Annealed Float Glass: ASTM C1036, Type I, Class 1 (clear), Quality-Q3.

B. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

C. Heat-Strengthened Float Glass: ASTM C1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

2.04 GLAZING SEALANTS

A. General:
1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Colors of Exposed Glazing Sealants: Match Architect's samples.

B. Neutral-Curing Silicone Glazing Sealant, Class 100/50: Complying with ASTM C920, Type S, Grade NS, Use NT.

C. Neutral-Curing Silicone Glazing Sealant, Class 50: Complying with ASTM C920, Type S, Grade NS, Use NT.

2.05 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
1. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.06 MISCELLANEOUS GLAZING MATERIALS

A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

B. Setting Blocks:
1. Silicone with Shore A durometer hardness of 85, plus or minus 5.
2. Type recommended in writing by sealant or glass manufacturer.

C. Spacers:
1. Neoprene blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
2. Type recommended in writing by sealant or glass manufacturer.

D. Edge Blocks:
   1. EPDM with Shore A durometer hardness per manufacturer's written instructions.
   2. Type recommended in writing by sealant or glass manufacturer.

PART 3 EXECUTION

3.01 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.

C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.

D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

F. Provide spacers for glass lites where length plus width is larger than 50 inches.

G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.

3.02 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.

D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

E. Apply heel bead of elastomeric sealant.

F. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of

removable stops. Start gasket applications at corners and work toward centers of openings.

G. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.03 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.

D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.

E. Install gaskets so they protrude past face of glazing stops.

3.04 SEALANT GLAZING (WET)

A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.

B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.05 CLEANING AND PROTECTION

A. Immediately after installation, remove nonpermanent labels and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.

1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.

C. Remove and replace glass that is damaged during construction period.

3.06 MONOLITHIC GLASS SCHEDULE

A. Clear Glass Type: float glass.
1. Minimum Thickness: 9 mm.
2. Safety glazing required.
3. Basis-of-Design Product:
   a. Consolidated Glass.
   b. Lexguard MPC 375.
4. Minimum Thickness: 9 mm.
5. Safety glazing required.

END OF SECTION

SECTION 08 88 53

DETENTION AND SECURITY GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Glazing for detention windows, type as indicated.

1.02 RELATED SECTIONS

A. Division 8 Section – "Detention / Security Windows": Section 08 66 00.

1.03 REFERENCES

A. American National Standards Institute (ANSI)
   1. ANSI Z97.1-09 – American National Standard for Safety Glazing Material used in Buildings. (Previous versions not acceptable)

B. American Society for Testing and Materials (ASTM)
   1. ASTM E773 – Test Method for seal Durability of Sealed Insulating Glass Units.
   2. ASTM E838 – Cracking, Blistering, Crazing and Color Changes.
   3. ASTM C1349 – 04 Standard Specification for Architectural Flat Glass Clad Polycarbonate
   4. ASTM F1915-05 – Standard Specification for Test Methods for the Glazing of Detention Facilities. (Previous versions not acceptable).

C. Consumer Product Safety Commission (CPSC)
   1. CPSC 16CFR 1201 – Safety Standards for Glazing Materials

D. Underwriter's Laboratories
   1. UL – 752 Bullet Resisting Equipment

E. Federal Specifications (FS)
   1. FS TT-S230A – Sealing Compound, synthetic rubber base, single component, chemically curing for caulking, sealing and glazing in building construction.
   2. FS TT-S-0023003 – Sealing compound, Elastomeric type, single component (for caulking, sealing, and glazing in buildings and other structures).
   3. CID A-A-59502 – Plastic Sheet, Polycarbonate

F. Flat Glass Marketing Association (FGMA)
   1. FGMA – Glazing Manual
   2. FGMA – Sealant Manual

1.04 SUBMITTALS

A. General: Submit the following according to Conditions of Contract and Division 1 specifications Sections.

B. Product Data: Submit Manufacturer's descriptive literature and technical data including:

1. Instructions for handling, storing, installation, and recommended procedures for cleaning of each type of glass and glazing material.
2. Provide structural, physical and environmental characteristics and size limitations of each type of glazing material.
3. Provide chemical, functional, environmental characteristics, limitations and special application requirements.
4. Color: Clear.

C. Samples: Submit in accordance to division 1, prior to delivery of materials, samples of each of the following:
1. Minimum, one 12 inch x 12 inch piece of each type of glazing, in required thickness.
2. One bead, approximately ¼" wide by 3 inch long, of each sealant to be used, indicating color or cured materials.

D. Certification by manufacturer that products supplied comply with performance requirements specified.

E. Maintenance data covering cleaning and protection requirements.

F. Security Glazing Substitutions: All requests and submittal for approval as security glazing must be made to the architect 14 days prior to original bid date.

1.05 QUALITY ASSURANCE

A. Manufacturer qualifications: Company specializing in the manufacture of Security Glazing, types as specified, with minimum documented (5) years' experience.

B. Installer qualifications: Company specializing in the installation of Security Glazing products, similar types as specified, with minimum documented (5) year experience.

C. Security Glazing Forced Entry Tests- Glazing manufacture must provide current test reports showing products are tested to specified security grade, test must be conducted at an industry accepted laboratory having at least a minimum of 10 years of testing security glazing.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery
1. Deliver all glazing with manufacturer's, and removable product labels intact.
2. Provide product labels for each type of glass indicating:
   a. Manufacturer's name and product number.
   b. Mark number in accordance with the drawings.
   c. Size and thickness of the glazing.
3. Deliver glazing components and sealants in manufacturer's unopened, labeled container.

B. Storage and Handling
1. Store glazing in designated area, away from traffic and construction, in original packaging.

2. Support glazing vertically on setting material capable of holding the glazing and distributing the weight evenly over the glazing unit.
3. Do not remove levels until glazing has been installed.
4. Storage conditions shall protect glazing materials from:
    a. U-V exposure, humidity, rain, and adverse temperatures.
    b. Scratching, marring, chipping and warpage.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Perform glazing only when ambient temperature is above 50 degrees F.

B. When circumstances require glazing below 50 degrees F, steps shall be taken to assure dry and frost-free surface, as approved by the architect.

1.08 WARRANTY

A. Provide manufacturer's written warranty for a period of not less than (7) years from date of shipment, for Monolithic and Laminated Polycarbonate against coating failure and delamination.

B. Provide a written warranty executed by manufacturer, agreeing to furnish F.O.B project site, within 60 working days after receipt of notice from owner for replacement of units which develop manufacturing defects. The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contract under requirements of the Contract Documents.

C. Definitions: Manufacturing defects defined as delamination, coating failure and/or yellowing not related to improper handling or use of the glazing material as defined in Manufacturer's installation guide and care and maintenance instructions.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Security Type Glazing Manufactures:
    1. Palram Americas, Inc, Kutztown, PA – 800-999-9459

B. Glazing Materials:
    1. Tremco, Cleveland, OH or equal as approved by Architect

2.02 FLAT MONOLITHIC AND LAMINATED POLYCARBONATE COMPOSITIONS "SECURITY" TYPES

A. General: All laminated composition security glazing units, whether specifically shown or specified, shall conform to manufacturer's standards as to maximum size for each type of glass.

B. Forced-Entry Resistant Performance: Provide products identical to those tested for compliance with requirements indicated per test specified for specific glazing types. All

polycarbonate products in this section shall have a mar resistant coating on all exposed surfaces. 7 year coating warranty.

1. TYPE MP-1 – Monolithic Polycarbonate with abrasion resistant coating. Product Type Palram Americas Product Name - Palgard. 3/8" Nominal Thickness. ASTM F1915-05 Security Grade 4. ANSI Z97.1-09 – Approved for Exterior Use

2.03 DESCRIPTION / FABRICATION

A. Interlayer: provide glazing manufacturer's standard interlayer for laminating a polycarbonate core, with a proven record of showing no tendency to bubble, discolor or loose physical or mechanical properties after laminating and installation,

B. Plastic core: Refer to appropriate product requirements relating to properties of polycarbonate making up the laminated compositional security product.

C. Laminating Process: Fabricated laminated sheets using laminator's standard process to produce units free from foreign substances and air bubbles.

2.04 GLAZING MATERIALS

A. Compatibility: Select material with proven record of compatibility with surfaces contacted in each application.

B. Sealant: Shall be single component elastomeric silicone which complies with FSTT-S-001543, Class A, nonsag, ASTM C-920 Type S, Grade NS Class 25. Use G for high modulus silicone. Dow Corning 795 ,GE Silpruf SC2000 or Tremco ProGlaze SSG as determined acceptable by the Architect.

C. Glazing Tape: Shall be 1/8" x 1/2" performed butyl tape, 100% solids, Tremco 440 or approved equal. Shimmed or unshimmed as needed.

D. Setting Blocks: Blocking shall be comprised of EPDM or Santoprene 101-87 as tested to be compatible with the specified security glazing product and glazing sealants, 70-90 Shore A durometer hardness, 4 inch long x 3/8 inch wide x ¼ inch thick.

E. Spacers: Shall be comprised of EPDM or silicone blocks, or continuous extrusions, as required for compatibility with glazing sealants; 40-50 Shore A durometer hardness; of size and shape recommended by glazing and sealant Mfg.

F. Edge Blocks: Shall be comprised of EPDM or Santoprene 101-87 as tested to be compatible with the specified security glazing product and glazing sealants, 70-90 Shore A durometer hardness, 1/8" thick.

G. Cleaners, Primers, and Sealants: Type recommended by sealant or gasket Mfg. For each application.

PART 3 EXECUTION

3.01 INSPECTION

A. Check that glazing channels are free from burrs, irregularities, and debris.

B. Check that glazing is free from edge damage or face imperfections.

C. Do not proceed with installation until any unsatisfactory conditions are corrected.

3.02 PREPARATION

A. Field Measurements:
1. Cut glazing accurately to size obtained from verified field measurements of frames.
2. Allow for proper edge clearances.

B. Preparation of surfaces:
1. Remove any protective coatings or coverings from surface to be glazed.
2. Clean glazing surfaces to remove dust, oil, and contaminants with compatible cleaner. Then wipe dry.

3.03 INSTALLATION

A. General Requirements: All materials shall be used in accordance with the manufacturer's printed instructions and recommended procedures, as published by Glass Association of North America.

B. Clearance requirements: Allow the following minimum nominal clearances, in accordance with glazing manufacturer's recommendations; glazing face to channel face, glazing edge to frame member, and glazing bite.

Glazing thickness	Face clearance	Edge clearance	Bite
Specified thickness	1/8 inch	1/4 inch	1 inch

3.04 INTERIOR DRY METHOD (TAPE AND TAPE)

A. Cut glazing tape to length and install against permanent stop, shall then be filled to the sight line.

B. Place setting blocks at ¼ points.

C. Rest glazing on setting blocks and press against tape with sufficient pressure to ensure full contact and adhesion at perimeter.

D. Place glazing tape on free perimeter of glazing in same manner described above.

E. Install removable stop, avoid displacement of tape, exert pressure on tape for full continuous contact.

3.05 CLEANING AND PROTECTION

A. Cleaning
1. Remove excess glazing material from installed glazing.
2. Remove labels from surface as soon as installed.
3. Remove debris from work site.

B. Protection

1. Attach crossed streamers away from glazing face.
2. Do not apply markers to glazing surface.
3. Replace damaged glazing.

END OF SECTION

SECTION 09 22 16

NON-STRUCTURAL METAL FRAMING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:
   1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
   2. Suspension systems for interior gypsum ceilings and soffits.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.02 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
   1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
   2. Protective Coating: ASTM A 653/A 653M, G40 (Z120), hot-dip galvanized.

B. Studs and Runners: ASTM C 645.
   1. Steel Studs and Runners:
      a. Minimum Base-Metal Thickness: 0.018 inch unless otherwise indicated.
      b. Depth: As indicated on Drawings.

C. Cold-Rolled Channels: Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.
   1. Depth: 3/4 inch.

2. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

D. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
   1. Minimum Base-Metal Thickness: 0.018 inch unless otherwise indicated.
   2. Depth: 7/8 inch.

E. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-metal thickness of 0.018 inch, and depth required to fit insulation thickness indicated.

2.03 SUSPENSION SYSTEMS

A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

B. Hanger Attachments to Concrete:
   1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
      a. Type: Postinstalled, expansion anchor.
   2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.

C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.

D. Flat Hangers: Steel sheet, 1 by 3/16 inch by length indicated.

E. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch and minimum 1/2-inch-wide flanges.
   1. Depth: 1-1/2 inches unless otherwise indicated.

F. Furring Channels (Furring Members):
   1. Cold-Rolled Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges, 3/4 inch deep.
   2. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.
      a. Minimum Base-Metal Thickness: 0.018 inch.
   3. Resilient Furring Channels: 1/2-inch-deep members designed to reduce sound transmission.
      a. Configuration: Asymmetrical.

2.04 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
   1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.03 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.
   1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

C. Install bracing at terminations in assemblies.

D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.04 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
   1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
   2. Multilayer Application: 16 inches o.c. unless otherwise indicated.
   3. Tile Backing Panels: 16 inches o.c. unless otherwise indicated.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
   1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
   2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
      a. Install two studs at each jamb unless otherwise indicated.
      b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
      c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
   3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
   4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
      a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance- rated assembly indicated.
   5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
   6. Curved Partitions:
      a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
      b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.

E. Direct Furring:
   1. Screw to wood framing.
   2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

F. Z-Furring Members:
   1. Erect insulation, specified in Section 07 21 00 "Building Insulation," vertically and hold in place with Z-furring members spaced 24 inches o.c.
   2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
   3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of

furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.

G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.05 INSTALLING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
   1. Hangers: 48 inches o.c.
   2. Carrying Channels (Main Runners): 48 inches o.c.
   3. Furring Channels (Furring Members}: 16 inches o.c.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:
   1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
      a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
   2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
      a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
   3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
   4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
   5. Do not attach hangers to steel roof deck.
   6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
   7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
   8. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION

SECTION 09 29 00

GYPSUM BOARD

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:
   1. Interior gypsum board.
   2. Texture finishes.

B. Related Requirements:
   1. Section 09 22 16 "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For the following products:
   1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.
   2. Textured Finishes: Minimum 2 feet by 2 feet for each textured finish indicated and on same backing indicated for Work.

1.04 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.05 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.02 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.03 INTERIOR GYPSUM BOARD

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. American Gypsum.
2. CertainTeed Corporation.
3. Georgia-Pacific Building Products.
4. National Gypsum Company.

B. Gypsum Wallboard: ASTM C 1396/C 1396M.
1. Type X where indicated or required for fire-resistance-rated assemblies.
2. Thickness: 5/8 inch unless otherwise indicated.
3. Long Edges: Tapered.

C. Flexible Gypsum Board: ASTM C 1396/C 1396M. Manufactured to bend to fit radii and to be more flexible than standard regular-type gypsum board of same thickness.
1. Thickness: 1/4 inch.
2. Long Edges: Tapered.

D. Moisture- and Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces. Install in all "wet" areas, including ceilings; behind tile finishes except at showers. Refer to Division 9 Section "Tiling" for shower backing panels.
1. Type X where indicated or required for fire-resistance-rated assemblies.
2. Thickness: 5/8 inch unless otherwise indicated.
3. Long Edges: Tapered.
4. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.04 TRIM ACCESSORI ES

A. Interior Trim: ASTM C 1047.
   1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
   2. Shapes:
      a. Cornerbead.
      b. LC-Bead: J-shaped; exposed long flange receives joint compound.
      c. L-Bead: L-shaped; exposed long flange receives joint compound.
      d. Expansion (control) joint.
      e. Curved-Edge Cornerbead: With notched or flexible flanges.

2.05 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:
   1. Interior Gypsum Board: Paper.
   2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
   1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
   2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
      a. Use setting-type compound for installing paper-faced metal trim accessories.
   3. Fill Coat: For second coat, use drying-type, all-purpose compound.
   4. Finish Coat: For third coat, use drying-type, all-purpose compound.
   5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound or high-build interior coating product designed for application by airless sprayer and to be used instead of skim coat to produce Level 5 finish.

2.06 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
   1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
   1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
   1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

E. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      a. Pecora Corporation.
      b. Specified Technologies, Inc.

2.07 TEXTURE FINISHES

A. Finish: Water-based, job-mixed, drying-type texture finish and synthetic sand for spray application.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. CertainTeed Corporation.
      b. National Gypsum Company.
   2. Texture: Light stipple texture according to sample approved by Architect.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

E. Form control and expansion joints with space between edges of adjoining gypsum panels.

F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
   1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
   2. Fit gypsum panels around ducts, pipes, and conduits.
   3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.

G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

I. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound- flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

J. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.03 APPLYING INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:
   1. Wallboard Type: Vertical surfaces unless otherwise indicated.
   2. Type X: Where required for fire-resistance-rated assembly.
   3. Flexible Type: Apply in double layer at curved assemblies.
   4. Moisture- and Mold-Resistant Type: As indicated on Drawings and behind tile finishes.
   5. Type C: Where required for specific fire-resistance-rated assembly indicated.

B. Single-Layer Application:
   1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
   2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
      a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
      b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
   3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
   4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. Multilayer Application:
   1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
   2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
   3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
   4. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

E. Curved Surfaces:
   1. Install panels horizontally (perpendicular to supports) and unbroken, to extent possible, across curved surface plus 12-inch-long straight sections at ends of curves and tangent to them.
   2. For double-layer construction, fasten base layer to studs with screws 16 inches o.c. Center gypsum board face layer over joints in base layer, and fasten to studs with screws spaced 12 inches o.c.

3.04 INSTALLING TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Control Joints: Install control joints according to ASTM C 840 and manufacturer's recommendations and in specific locations approved by Architect for visual effect.

C. Interior Trim: Install in the following locations:
   1. Cornerbead: Use only where indicated.
   2. LC-Bead: Use at exposed panel edges.
   3. L-Bead: Use where indicated.

3.05 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
   1. Level 1: Ceiling plenum areas, concealed areas, and where indicated. Embed tape in joint compound.
   2. Level 2: Panels that are substrate for tile and where indicated. Embed tape in joint compound and apply first coat of joint compound.
   3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated. Embed tape in joint compound and apply first, fill (second) and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Touch up and sand between coats and after last coat as needed to produce a surface free of visual defects and ready for decoration.
   4. Level 5: Where indicated on Drawings and as a substrate for dry-erase wallcoverings. Finish per level 4, then apply skim coat of joint compound to wall as needed to provide smooth surface free of visual defects.

3.06 APPLYING TEXTURE FINISHES

A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.

B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns.

C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written recommendations.

3.07 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION

SECTION 09 51 13

ACOUSTICAL PANEL CEILINGS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes:
   1. Acoustical ceiling panels.
   2. Exposed ceiling suspension systems.

1.03 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed acoustical panel ceilings similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

B. Single-Source Responsibility for Ceiling Units: Obtain each type of acoustical ceiling panel from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.

C. Single-Source Responsibility for Suspension System: Obtain each type of suspension system from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

B. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.05 PROJECT CONDITIONS

A. Space Enclosure and Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet-work in spaces is completed and dry, work above ceilings is complete, and ambient temperature and humidity conditions are being maintained at the levels indicated for Project when occupied for its intended use.

1.06 COORDINATION

A. Coordinate layout and installation of acoustical panels and suspension system components with other construction that penetrates ceilings or is supported by them, including

light fixtures, HVAC equipment, fire-suppression system components (if any), and partition assemblies (if any).

1.07 EXTRA MATERIALS

A. Deliver extra materials to Owner. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
   1. Ceiling Tile: Furnish quantity of full-size units equal to a minimum of one full box each for each type, composition, color, pattern, and size indicated.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, acoustical panels that may be incorporated in the Work include, but are not limited to, the following:
   1. Ceramic and Mineral Fiber Composite Panels:
      a. Ceramaguard #605; Armstrong World Industries.

2.02 ACOUSTICAL PANELS, GENERAL

A. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.

B. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.

2.03 ACOUSTICAL PANEL REQUIREMENTS

A. Panel Characteristics: Type XX, Pattern G for acoustical panels per ASTM E 1264, Fire Class A, with painted finish, complying with requirements indicated below:
   1. Color/Light Reflectance Coefficient: White/LR 0.88
   2. Edge Detail: Square
   3. Thickness: 5/8 inch
   4. Size: 24 by 48 inches.

B. Suspension System Type: As described below and specified in Part 2 "Non-Fire-Resistance-Rated, Direct-Hung Suspension Systems" Article:
   1. Wide-face, single-web, steel suspension system.

2.04 METAL SUSPENSION SYSTEMS, GENERAL

A. Metal Suspension System Standard: Provide manufacturer's standard hot-dip galvanized metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable ASTM C 635 requirements.

B. Finishes and Colors: Provide manufacturer's standard factory-applied finish for type of system indicated.

C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
   1. Zinc-Coated Carbon Steel Wire: ASTM A 641 (ASTM A 641M), Class 1 zinc coating, soft temper.
   2. Size: Select wire diameter so that its stress at 3 times the hanger design load (ASTM C 635, Table 1, Direct Hung) will be less than the yield stress of wire, but provide not less than 0.106-inch-diameter wire.

D. Sheet-Metal Edge Moldings and Trim: Type and profile indicated, or if not indicated, manufacturer's standard moldings for edges and penetrations that fit acoustical panel edge details and suspension systems indicated; formed from sheet metal of same material and finish as that used for exposed flanges of suspension system runners.
   1. Provide extruded aluminum edge moldings at exterior locations, painted white finish.

2.05 NON-FIRE-RESISTANCE-RATED, DIRECT-HUNG SUSPENSION SYSTEMS

A. Wide-Face, Single-Web, Capped, Hot Dip Galvanized, Steel Suspension System: Main and cross runners roll formed from prepainted or electrolytic zinc-coated, cold-rolled steel sheet, with prepainted 15/16-inch-wide flanges; other characteristics as follows:
   1. Structural Classification: Intermediate-duty system.
   2. Finish: Painted white.
   3. Provide hold-down clips to keep panels in place.

B. Available Manufacturers: Subject to compliance with requirements, manufacturer's suspension systems that may be incorporated in the Work include, but are not limited to, the following:
   1. Armstrong World Industries.
   2. Chicago Metallic Corporation.
   3. USG Interiors.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrates and structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Measure each ceiling area and establish the layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and conform to the layout shown on reflected ceiling plans.

3.03 INSTALLATION

A. General: Install acoustical panel ceilings to comply with publications referenced below per manufacturer's instructions and CISCA "Ceiling Systems Handbook."
   1. Standard for Ceiling Suspension System Installations: Comply with ASTM C 636.
   2. CISCA Recommendations for Acoustical Ceilings: Comply with CISCA "Recommendations for Direct-Hung Acoustical Tile and Lay-In Panel Ceilings."

B. Suspend ceiling hangers from building's structural members and as follows:
   1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of the supporting structure or of the ceiling suspension system.
   2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
   3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with the location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
   4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of 3 tight turns. Connect hangers either directly to structures or to inserts, eye screws, or other devices that are secure, that are appropriate for substrate, and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
   5. Space hangers not more than 48 inches o.c. along each member supported directly from hangers, unless otherwise shown; and provide hangers not more than 8 inches from ends of each member.

C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
   1. Screw attach moldings to substrate at intervals not over 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.

D. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

E. Provide additional bracing of suspension system at exterior locations to resist wind load.

F. Install acoustical panels with undamaged edges and fitted accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide neat, precise fit.
   1. Arrange directionally patterned acoustical panels as follows:
      a. Install panels with pattern running in one direction parallel to long axis of space.
   2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.

3. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
4. Install hold-down clips; space as recommended by panel manufacturer's written instructions unless otherwise indicated.

END OF SECTION

SECTION 09 65 13

RESILIENT BASE AND ACCESSORIES

PART 1 GENERAL

A. RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:

1. Resilient base.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.

1.04 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

B. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.06 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following time periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 PRODUCTS

2.01 THERMOSET-RUBBER BASE

1. Manufacturers: Subject to compliance with requirements, use the following or approved equal.
2. Tarkett North America.

B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous). Provide manufacturer's standard cove with top-set toe, 48" cut lengths, 1/8" thick, with job formed exterior and interior corners. 4" height or as indicated.

2.02 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

C. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of flooring, and in maximum available lengths to minimize running joints.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.02 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
   1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.

D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.03 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Job-Formed Corners:
   1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
   2. Inside Corners: Use straight pieces of maximum lengths possible.

3.04 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

3.05 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Perform the following operations immediately after completing resilient-product installation:
   1. Remove adhesive and other blemishes from exposed surfaces.
   2. Sweep and vacuum horizontal surfaces thoroughly.
   3. Damp-mop horizontal surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION

SECTION 09 65 19

RESILIENT TILE FLOORING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes vinyl composition floor tile.

B. Resilient wall base, reducer strips, and other accessories installed with resilient floor tiles are specified in Division 9 Section "Resilient Wall Base and Accessories."

1.03 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Product data for each type of product specified and samples for initial selection purposes in form of manufacturer's color charts consisting of actual tiles or sections of tiles showing full range of colors and patterns available for each type of resilient floor tile indicated.

C. Maintenance data for resilient floor tile, to be included in Operating and Maintenance Manual specified in Division 1.

1.04 QUALITY ASSURANCE

A. Single-Source Responsibility for Floor Tile: Obtain each type, color, and pattern of tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store flooring materials in dry spaces protected from the weather with ambient temperatures maintained between 50 deg F (10 deg C) and 90 deg F (32 deg C).

B. Store tiles on flat surfaces. Move tiles and installation accessories into spaces where they will be installed at least 48 hours in advance of installation.

1.06 PROJECT CONDITIONS

A. Maintain a minimum temperature of 70 deg F (21 deg C) in spaces to receive tiles for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. After this period, maintain a temperature of not less than 55 deg F (13 deg C).

B. Do not install tiles until they are at the same temperature as the space where they are to be installed.

C. Close spaces to traffic during tile installation.

1.07 SEQUENCING AND SCHEDULING

A. Install tiles and accessories after other finishing operations, including painting, have been completed.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide the following:
   1. Match existing.

2.02 RESILIENT TILE

A. Vinyl Composition Floor Tile:Products complying with ASTM F 1066, Composition 1 (nonasbestos formulated), 12" x 12" x 1/8" thick, Class 2, smooth surface.

2.03 INSTALLATION ACCESSORIES

A. Concrete Slab Primer: Nonstaining type as recommended by flooring manufacturer.

B. Trowelable Underlayment and Patching Compounds: Latex-modified, Portland cement based formulation provided or approved by tile manufacturer for applications indicated.

C. Adhesives (Cements): Water-resistant Low-VOC type recommended by tile manufacturer to suit resilient floor tile products and substrate conditions indicated.

PART 3 EXECUTION

3.01 EXAMINATION

A. General: Examine areas where installation of tiles will occur, with Installer present, to verify that substrates and conditions are satisfactory for tile installation and comply with tile manufacturer's requirements and those specified in this Section.

B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
   1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by tile manufacturer.
   2. Finishes of subfloors comply with tolerances and other requirements specified in Division 3 Section "Cast-In-Place Concrete" for slabs receiving resilient flooring.
   3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits of any kind.

4. Underlayment surface is free of surface irregularities and substances with potential to interfere with adhesive bond, show through surface, or stain tile.

C. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. General: Comply with manufacturer's installation specifications to prepare substrates indicated to receive tile.

B. Use trowelable leveling and patching compounds per tile manufacturer's directions to fill cracks, holes, and depressions in substrates.

C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, by using a terrazzo or concrete grinder, a drum sander, or a polishing machine equipped with a heavy-duty wire brush.

D. Broom or vacuum clean substrates to be covered by tiles immediately before tile installation. Following cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust.

E. Apply concrete slab primer, if recommended by flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions.

3.03 INSTALLATION

A. General: Comply with tile manufacturer's installation directions and other requirements indicated that are applicable to each type of tile installation included in Project.

B. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths at perimeter that equal less than one-half of a tile. Install tiles square with room axis, unless otherwise indicated.

C. Match tiles for color and pattern by selecting tiles from cartons in same sequence as manufactured and packaged, if so numbered. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles. Lay tiles with grain running in one direction.

D. Scribe, cut, and fit tiles to butt tightly to vertical surfaces, permanent fixtures, pipes, outlets, edgings, thresholds, and nosings.

E. Extend tiles into toe spaces, door reveals, closets, and similar openings.

F. Adhere tiles to flooring substrates without producing open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections in completed tile installation.

G. Use full spread of adhesive applied to substrate in compliance with tile manufacturer's directions including those for trowel notching, adhesive mixing, and adhesive open and working times.

H. Hand roll tiles where required by tile manufacturer.

3.04 CLEANING AND PROTECTION

A. Perform the following operations immediately after completing tile installation:
   1. Remove visible adhesive and other surface blemishes using cleaner recommended by tile manufacturers.
   2. Sweep or vacuum floor thoroughly.
   3. Do not wash floor until after time period recommended by resilient floor tile manufacturer.
   4. Damp-mop tile to remove black marks and soil.

B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by flooring manufacturer.
   1. Apply protective floor polish to floor surfaces that are free from soil, visible adhesive, and surface blemishes, if recommended in writing by manufacturer.
      a. Use commercially available product acceptable to flooring manufacturer.
      b. Coordinate selection of floor polish with Owner's maintenance service.
   2. Cover products installed on floor surfaces with undyed, untreated building paper until inspection for Substantial Completion.
   3. Do not move heavy and sharp objects directly over floor surfaces. Place plywood or hardboard panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

C. Clean floor surfaces not more than 4 days before dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean products according to manufacturer's written recommendations.
   1. Before cleaning, strip protective floor polish that was applied after completing installation only if required to restore polish finish and if recommended by flooring manufacturer.
   2. After cleaning, reapply polish to floor surfaces to restore protective floor finish according to flooring manufacturer's written recommendations. Coordinate with Owner's maintenance program.

END OF SECTION

SECTION 09 67 23

RESINOUS FLOORING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This section includes the following:
   1. Seamless, acrylic, methyl methacrylate (MMA) flooring system as shown on drawings and schedules.

1.03 SYSTEM DESCRIPTION

A. The work shall consist of preparation of the substrate, the furnishing and application of a methyl methacrylate (MMA) based self-leveling seamless flooring system with decorative flake broadcast and topcoats. The system shall have the color and texture as specified by the Owner with a nominal thickness of 3/16 inch. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.

B. Cove base (if required) to be applied where noted on plans and per manufacturers standard details unless otherwise noted.

1.04 SUBMITTALS

A. Product data sheets for each type of product indicated including tech data, application instructions, and recommendations for each component required.

B. A minimum of 4" square sample of the specified flooring system.
   1. The installed flooring system shall be like the accepted sample in thicknesses of respective film layers, color, texture, overall appearance and finish.

C. The manufacturer's safety data sheets for the components being installed (SDS).

1.05 QUALITY ASSURANCE

A. No request for substitution shall be considered that would change the generic type of floor system specified. Equivalent materials of other manufactures may be substituted only on approval of Architect or Engineer. Request for substitution will only be considered only if submitted 5 days prior to bid date. Request will be subject to specification requirements described in this section.

B. Pre-qualification requirements: Each bidder for this project shall be prequalified and approved by the material manufacturer at the time of bid submittal. Acceptability will

include judgement on equipment, history, and financial strength. In no case will Res-Tek Inc. allow the application of any of its materials by untrained, non-approved Contractors or personnel.

1. Each approved applicator shall have been trained by the Manufacturer in all phases of surface preparation and application of the specified flooring system.
2. Each approved applicator must have five years of experience installing the specified flooring system and submit a list of five projects/references as a prequalification requirement of equal size, quantity, and magnitude to this project as a prequalification requirement. Owner has the option to personally inspect the projects/references to accept or reject any of the Contractors prior to bid time as a prequalification requirement.

C. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer, with not less than ten years of successful experience in manufacturing and installing principal materials described in this section.

D. A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

E. Surface preparation efforts shall be evaluated by conducting Bond Tests at the site prior to application of the flooring system, consult with Material Manufacturer for specific procedure.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

B. Store materials to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects. Store material per product data sheet.

1.07 PROJECT/SITE CONDITIONS

A. Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.

B. Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.

C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

D. Conditions required of new concrete to be coated with MMA materials.

1. Concrete shall be moisture cured for a minimum of 7 days at 70° F. The concrete must be fully cured for a minimum of 28 days prior to application of the coating system.

2. Surface contaminants such as curing agents, membranes, or other bond breakers should not be used.
3. Concrete shall have a rubbed, float, or darby finish. A hard steel trowel is neither necessary nor desirable.
4. Drains should be set to the concrete grade rather than raised to the finished grade of the topping.

E. If any of the above conditions are not met, consult with your Res-Tek sales representative.

1.08 WARRANTY

A. Res-Tek Inc. warrants that materials shipped to buyers are at the time of shipment substantially free from material defects and will perform substantially according to Res-Tek's published literature if used strictly in accordance with Res-Tek's prescribed procedures and prior to expiration date. For more details please request a copy of a sample warranty statement.

PART 2 PRODUCTS

2.01 RESINOUS FLOORING

A. Acceptable Manufacturer:
1. Subject to compliance with requirements, use the following or approved equal.
2. Res-Tek Inc. 110 Riverside Drive Cartersville, Georgia 30120, PH: (770) 427-4034, (888) 737-8351, FAX: (770) 427-4037.

B. Products: MAC-Guard Self-Leveling Acrylic Flake System, Basis of Design.

C. Characteristics:
1. Color and pattern selected from the manufacturer's standards.
2. Wearing surface: standard.
3. Integral cove base: TBD.
4. Overall system thickness 3/16".

D. Components
1. Primer:
   a. Material basis: MAC-710 Primer.
   b. Resin type: Methyl Methacrylate.
   c. Formulation description: (2) component, low viscosity.
   d. Application method: roller applied.
   e. Number of coats: (1) one.
2. Body Coat:
   a. Material Basis: MAC-800 Overlay Resin.
   b. Resin type: Methyl Methacrylate.
   c. Formulation description: (2) component, medium viscosity.
   d. Application method: Gauge rake.
      (i) I. Thickness: 1/8".
      (ii) II. Number of coats: (1) One.
3. 3. Broadcast:

a. a. Material basis: Res-Tek Colored Flakes.
b. b. Formulation description: Decorative flake (1/16” or 1/4” size flake).
c. c. Color: Selected by owner.
d. d. Finish: Broadcast to rejection.

4. 4. Topcoat:
   a. a. Material basis: MAC-925 Topcoat.
   b. b. Resin type: Methyl Methacrylate.
   c. c. Formulation description: (2) component, low viscosity, UV stable.
   d. d. Type: Clear.
   e. e. Number of coats: (2) two.

2.02 ACCESSORY MATERIALS

A. Patching, leveling, and fill materials: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.

B. Joint sealant: Type recommended or produced by resinous flooring manufacturer for type of service and joint condition indicated.

2.03 SYSTEM CHARACTERISTICS

A. Percent solid: 100%.

B. Tensile strength: 3,850 psi per ASTM D638.

C. Tensile modulus: 470,000 psi per ASTM D638.

D. Hardness: 0.85 per ASTM D2240.

E. Compressive strength: 8,000 psi per ASTM C109.

F. Linear Coefficient of Thermal Expansion: 3.5 x 10^-5 in./in.℉ per ASTM D696).

G. Water Vapor Transmission (DIN 53122): 1.43 g/cm-hr-mm HG x 10^-9.

PART 3 EXECUTION

3.01 PREPARATION

A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean and dry substrate for resinous flooring application.

B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.

1. All accessible concrete deck surfaces shall be mechanically blast cleaned using a mobile steel shot, dust recycling machine such as BLASTRAC®, as manufactured by BLASTRAC, NA, or approved equivalent. All surface and embedded accumulations of paint, toppings, hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed

leaving a bare concrete surface having a profile of CSP 4 or higher according to the Concrete Repair Institute's Concrete Surface Profile Scale and exposing the upper fascia of concrete aggregate.

2. Areas inaccessible to the mobile blast cleaning machines shall be mechanically abraded to the same degree of cleanliness, soundness, and profile using vertical disc scarifiers, scarifiers, needle guns, scabblers, or other suitably effective equipment.

C. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written recommendations.

D. Verify that concrete substrates meet the following requirements
1. Perform in situ probe test, ASTM F 2170. Proceed with application only after substrates do not exceed a maximum potential equilibrium relative humidity of 85 percent.
2. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with application only after substrates have maximum moisture-vapor-emission rate of 5 lb of water/1000 sq. ft. of slab in 24 hours.
3. If these conditions cannot be met, discuss additional recommendations with your Res-Tek sales representative.

E. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.

F. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations.

3.02 APPLICATION

A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
3. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.
    a. Apply joint sealant to comply with manufacturer's written recommendations

B. Primer: Mix and apply primer over properly prepared substrate with strict adherence to manufacturer's installation procedures and coverage rates.

C. Integral cove base: Apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, and top coating of cove base. Round internal and external corners. Refer to detail drawings.

D. Body coat: Mix base material according to manufacturer's recommended procedures. Uniformly spread mixed material over previously primed substrate using manufacturer's installation tool. Roll material with strict adherence to manufacturer's installation procedures and coverage rates.

E. Broadcast: Immediately broadcast decorative flakes into the body coat. Strict adherence to manufacturer's installation procedures and coverage rates is imperative.

F. First topcoat: Remove excess un-bonded flakes by lightly brushing and vacuuming the floor surface. Mix and apply sealer with strict adherence to manufacturer's installation procedures.

G. Second topcoat: Thoroughly sand first sealer coat. Mix and apply second sealer coat with strict adherence to manufacturer's installation procedures.

3.03 TERMINATIONS

A. Chase edges to anchor the system into the substrate along the lines of termination.

B. Trenches: Continue coating system into trenches to maintain monolithic protection. Treat cold joints to assure bridging of potential cracks.

C. Treat floor drains by chasing the coating to lock in place at point of termination.

3.04 JOINTS AND CRACKS

A. Treat control joints to maintain a monolithic system.

B. Treat cold joints and construction joints to bridge potential cracks and to maintain monolithic protection on horizontal and vertical surfaces as well as horizontal and vertical interfaces.

C. Vertical and horizontal contraction and expansion joints are treated by installing backer rod and compatible sealant after coating installation is completed. Provide sealant type recommended by manufacturer for traffic conditions and chemical exposures to be encountered.

3.05 FIELD QUALITY CONTROL

A. On site test and inspections performed by the approved applicator.
   1. Air, substrate temperatures and, if applicable, dew point.
   2. Bond test of the primer to the substrate.
   3. Rate for all layers to be monitored by checking quantity of material used against the area covered.

3.06 CURING, CLEANING, AND PROTECTING

A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process.

B. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application. General Contractor is responsible for protection.

C. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer. General Contractor is responsible for cleaning prior to inspection

END OF SECTION

SECTION 09 68 13

TILE CARPETING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Division 01 Specification Sections

1.02 SUMMARY

A. This section relates to carpet tile.

1.03 PREINSTALLATION MEETINGS

A. Conducted at (insert time, location and key contact).

1.04 SUBMITTALS

A. Product Specification
1. Specification for Adhesive
2. Shop Drawings
3. Samples
4. Schedule
5. Qualifications for Installer

B. CLOSEOUT SUBMITTALS
1. Maintenance Instructions
2. Warranty Documents

C. QUALITY ASSURANCE
1. Environmental:
   a. Green Label Plus Certified
   b. Cradle to Cradle Certified Gold
   c. NSF 140 Gold
   d. Health Product Declaration
   e. Declare Label, red list compliant
   f. No PVC components
   g. Installer Qualifications: Installer who has been trained in the installation of carpet tile.
2. Manufacturer Qualifications
   a. ISO 1400l
   b. ISO 9001
3. Reclamation Program: Will recycle EcoWorx carpet tile free of charge for quantities of 500 SY (418 SM) or more within continental United States and Canada or 5000 SY (4180 SM) globally.
   (i) Mockups at designated location for architect review and approval.

1.05 MATERIAL STORAGE AND HANDLING

A. Store rolls on a flat surface, away from vents and direct sunlight.

B. Store in protected dry conditions between 65 and 85 degrees.

1.06 SITE CONDITIONS

A. The following conditions must be maintained for 24 hours prior to, during and permanently after installation:
   1. HVAC System must be operational.
   2. The installation site, carpet and adhesive must be between 50°F and 95°F.
   3. The installation site's ambient relative humidity must not fall below 40%.
   4. Conduct relative humidity or Anhydrous Calcium Chloride testing. Results must be within the proper range for Shaw 5000 adhesive:
      a. Calcium Chloride ASTM F-1869 5.0 lbs per 1000 SF /24 hours
      b. Relative Humidity ASTM F-2170 85%
      c. EcoLogix ES does not require moisture or pH testing.
   5. Conduct pH testing on the floor in several locations. A reading below 5.0 or above 9.0 requires corrective measures.

PART 2 PRODUCTS

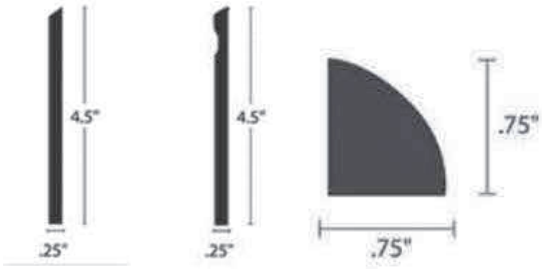
2.01 TESTING REQUIREMENTS

A. Pill Test CPSC FF 1 70: Pass
   1. Radiant Panel ASTM E648: Class I
   2. NBS smoke ASTM E662 NF: <450
   3. Static AATCC 134: <3.5 kv
   4. Coefficient of Friction: 0.6 (Meets ADA requirements)

B. TILE CARPETING
   1. Manufacturer: Patcraft
      a. Product: Homeroom v. 3.0
      b. Construction: Level Loop
      c. Fiber: Solution Q Extreme Nylon
      d. Dye Method: 100% Solution Dyed
      e. Backing: EcoWorx® Tile
      f. Protective Treatment: SSP® Shaw Soil Protection
      g. Size: 24" x 24"
      h. Gauge: 1/8
      i. Stitches: Per inch 7.8
      j. Finished Pile Thickness: .156
      k. Average Density: 7402
      l. Total Thickness: 0.230
      m. Tufted Weight: 22.0 oz

C. INSTALLATION MATERIALS
   1. Adhesives:
      a. For EcoWorx (fiberglass reinforced):
         (i) Shaw 5000 pressure sensitive: 5 lbs. 85% RH pH 5-9
         (ii) Shaw 5100 pressure sensitive: 5 lbs. 85% RH pH 5-9
         (iii) Shaw 5036 with antimicrobial: 5 lbs. 85% RH pH 5-9
         (iv) Shaw 5800 for high moisture: 10 lbs. 95% RH pH 10

(v) Shaw 3800 indoor/outdoor 8 lbs. 90% RH pH 5-9
(vi) LokDots dry adhesive: No visible moisture pH 12
(vii) LokWorx tabs: 10 lbs. 85 RH pH 12
(viii) Mill-applied ES: No visible moisture
(a) For EcoLogix (attached cushion): All, excluding LokDots and LokWorx.
(ix) For StrataWorx (light weight tile alternative to broadloom)
(x) Shaw 5000 pressure sensitive: 5 lbs. 85% RH pH 5-9
(xi) Shaw 5036 with antimicrobial: 5 lbs. 85% RH pH 5-9
(xii) Shaw 5800 for high moisture: 10 lbs. 95% RH pH 10
(a) Primer (if needed): 9050 is an acrylic solution made to neutralize excess alkali that is also recommend as a primer coat to prevent over absorption of adhesive and to ensure a better bond. Formulated with an antimicrobial agent, it provides protection against bacteria, fungi, and mildew in the wet or dry state. Contains no solvent, alcohol, or other hazardous materials per OSHA 29 CFR 1910.1200. Non-photo chemically reactive per rule #102. Available in 4-gallon pails.
(b) Leveling and Patching Compounds: Use a cementitious patching/leveling compound that meets or exceeds the required moisture level and pH requirements. Use of gypsum-based patching and/or leveling compounds which contain Portland or high alumina cement and meet or exceed the compressive strength of 3,000 psi are acceptable.
(c) Transition Strips
(d) Cove Base Accessories:
i. Angle Profile
ii. Detail Profile
iii. Quarter Round Profile



PART 3 – EXECUTION

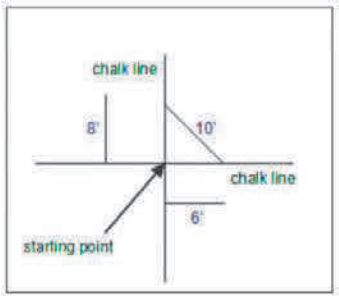
2.02 EXAMINATION
1. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content, pH, smoothness and level.
2. If dusting or powdering exists, seal the floor with a latex primer such as Shaw 9050.

2.03 PREPARATION

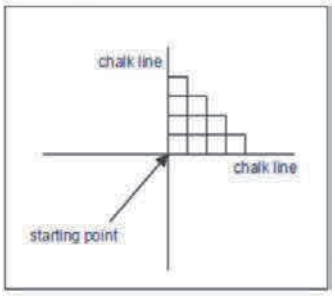
A. Substrates shall be smooth, structurally sound, permanently dry, clean and free of all foreign material such as dust, wax, solvents, paint, grease, oils, old adhesive residue, curing and hardening/ curing compounds, sealers and other foreign material that might prevent adhesive bond.
   1. Pre-existing Adhesive
      a. Non-Active Multipurpose Adhesive: Remove ridges, sweep or vacuum debris.
      b. Active Multipurpose Adhesive: Remove ridges then eliminate the adhesive tack with a product such as Shaw 6200.
      c. Pressure Sensitive Adhesive Affected by Plasticizer Migration: If the previous carpet tile had a PVC backing and the plasticizer in the backing has transferred to the adhesive, you must thoroughly remove adhesive by wet scrapping.
      d. Existing Pressure Sensitive Adhesive: Evaluate the tack level of the existing adhesive. If sufficient, the existing adhesive can be used to install Shaw's tile products. If insufficient, apply new adhesive over existing adhesive.
      e. Active Cutback Adhesive: Wet scrape adhesive, reduce to a well-bonded residue and encapsulate with a product such as Shaw 9000.
      f. Non-active Cutback Adhesive: Wet scrape adhesive and reduce to a well-bonded residue.
         (i) Fill depressions or cracks with a cementitious patching/leveling compound that meets or exceeds the required moisture level and pH requirements. Use of gypsum-based patching and/or leveling compounds which contain Portland or high alumina cement and meet or exceed the compressive strength of 3,000 psi are acceptable.
         (ii) Flooring considerations:
            (a) Installing over VCT and VAT: Tiles must be secure to the subfloor. Strip any wax from the surface.
            (b) Installing over wood subfloors: Prime with a liquid latex such as Shaw 9050.
            (c) Installing over raised access flooring: Must be smooth, level, secure and clean. Install carpet tile at an offset from panel seams. Gaps must not exceed 1/16" (1.6 mm).

B. LAYOUT AND INSTALLATION
   1. Installation shall be monolithic.
   2. Start the tile installation as near to the center of the room as possible and position it to use the largest perimeter cut tile size.
   3. Snap a chalk line parallel to one major wall bisecting the starting point. It may be necessary to offset the center chalk line to assure perimeter tiles will be at least half size.

4. Snap a second chalk line from the starting point at 90° to the first line. Use a 3-4-5, 6-8-10, or larger triangle depending on the room size. Meters or feet may be used to lay out the triangle in these proportions.



5. Use a full spread of adhesive applied with a 3/8" foam paint roller or 1/16 x 1/32 x 5/64 u-notch trowel. The adhesive must be allowed to dry completely before installing the carpet. Installing into wet adhesive will result into a permanent bond and may cause the carpet to bubble. Trowel application of adhesive is recommended for EcoLogix. EcoWorx ES / EcoLogix ES no adhesive required. Approximate coverage rates are 35-40 yards per gallon when applied with a roller, and 28 -33* yards per gallon when applied with a trowel.
6. Install each full carton and complete an entire pallet before starting another pallet to minimize product variation. Each tile has directional arrows on the back. These arrows allow for one-directional or multi-directional installation. Some styles may be large scale or linear in design and require quarter turning. If you are unsure about whether or not your product requires a quarter turned installation, please contact 1.877.502.7429. Numbers within the arrows are for manufacturing purposes and are not related to installation.
7. Begin installation at the intersection of two chalk lines. Continue until you complete one quadrant. Proceed to an adjoining quadrant until all four quadrants are completed. Larger areas may require chalk lines bisecting the original four quadrants. See figure



8. Install tiles using the pyramid technique. This gives you multiple alignment checks. If the edges do not align and the misalignment increases with progression of the installation, find and correct the source of the problem.
9. Carpet tiles come in various sizes. All Shaw tiles have directional arrows on the back of the tile. Slide tiles into position to prevent yarn from being trapped between the tiles. Trapped yarn will adversely affect the appearance of the installation and will cause alignment problems.
10. EcoWorx ES /EcoLogix ES are manufactured with the adhesive already applied. Once the tile is ready to install, simply peel the liner from the back and position snugly to the adjacent tile.
11. Tiles must fit snugly, but not be compressed. Press the entire surface of the tile to ensure adhesion. Check for fit by measuring the length of ten full tiles after installation. The measurement must not be less than, or exceed by more than 1/4 inch, the length of the tiles being multiplied by ten. For example: if 24" X 24" tiles are being installed, the measurement should be between 240 and 240 1/4 inches.
12. Measure and cut tiles from the back using a straight edge. Be sure the arrows are pointing in the correct direction.
13. Roll the entire installation with a 75 lb. or greater roller to assure the proper adhesion to the substrate.

2.04 MAINTENANCE

A. Post-installation Care

1. Place plywood over the carpet when heavy objects will be moved within 24 hours after installation.
2. Preventative Floor Care
    a. Use protective chair mats under chairs with casters.
    b. Use soil removal mats at exterior entrances.
    c. Use absorbent mats in areas where moisture, oil and grease are present.
3. Routine Maintenance
    a. Set a schedule depending on traffic and vacuum regularly.
        (i) Remove spots with spot removers as soon as they occur.
        (ii) Use encapsulation agents periodically.
        (iii) Clean with hot water extraction periodically.

Traffic Level	Vacuum	Spot Removal	Interim Cleaning	Hot Water Extraction
Light	2/week	As needed	As needed	1/year
Moderate	1/day	As needed	As needed	1/year
Heavy	1/day	As needed	Monthly	4/year
Extra Heavy	1/day	As needed	Weekly	Monthly

END OF SECTION

SECTION 09 68 16

BROADLOOM CARPET

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes carpet and installation.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 3 Sections for curing compounds and other concrete treatments compatibility with carpet adhesives.
   2. Division 9 Section "Resilient Wall Base and Accessories" for materials and installation.

1.03 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product Data for each type of carpet material and installation accessory specified. Submit manufacturer's printed data on physical characteristics, durability, fade resistance, and fire-test-response characteristics. Submit methods of installation for each type of substrate.

C. Shop Drawings showing columns, doorways, enclosing walls or partitions, and locations where cutouts are required in carpet. Indicate the following:
   1. Carpet type, color, and dye lot.
   2. Seam locations, types, and methods.
   3. Pile direction.
   4. Type, color, and location of edge, transition, and other accessory strips.
   5. Transition details to other flooring materials.

D. Samples for verification of the following products, in manufacturer's standard sizes, showing the full range of color, texture, and pattern variations expected. Prepare Samples from the same material to be used for the Work. Label samples with manufacturer's name, material type, color, and pattern. Submit the following:
   1. 12-inch (300-mm-) square Samples of carpet material.
   2. 12-inch (300-mm) Samples of each type of exposed edge stripping and accessory item.

E. Maintenance data for carpet to include in the operation and maintenance manual specified in Division 1.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who is certified by the Floor Covering Installation Board (FCIB) or who can demonstrate compliance with FCIB certification program requirements.

B. Single-Source Responsibility: Obtain carpet from one source and by a single manufacturer.

C. Carpet Fire-Test-Response Characteristics: Provide carpet with the following fire-test-response characteristics as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify carpet with appropriate markings of applicable testing and inspecting agency. Surface Flammability: Passes CPSC 16 CFR, Part 1630.

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 5: "Storage and Handling."

B. Deliver materials to Project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name, and lot number.

C. Store materials on-site in original undamaged packages, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures, and humidity. Lay flat, with continuous blocking off ground.

1.06 PROJECT CONDITIONS

A. General: Comply with CRI 104, Section 6: "Site Conditions."

B. Space Enclosure and Environmental Limitations: Do not install carpet until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient temperature and humidity conditions are and will be continuously maintained at values near those indicated for final occupancy.

C. Subfloor Moisture Conditions: Moisture emission rate of not more than 3 lb/1000 sq. ft./24 hours (14.6 kg/1000 sq. m/24 hours) when tested by calcium chloride moisture test in compliance with CRI 104, 6.2.1, with subfloor temperatures not less than 55 deg F (12.7 deg C).

D. Subfloor Alkalinity Conditions: A pH range of 5 to 9 when subfloor is wetted with potable water and pHydrion paper is applied.

1.07 WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Special Carpet Warranty: Submit a written warranty executed by carpet manufacturer and Installer agreeing to repair or replace carpet that does not meet requirements or that fails in materials or workmanship within the specified warranty period. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination. Warranty Period: 10 years from date of Substantial Completion.

1.08 EXTRA MATERIALS

A. Furnish extra materials described below, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Carpet: Full width roll equal to 3 percent of amount installed for each type indicated, but not less than 10 sq. yd.

PART 2 PRODUCTS

2.01 CARPET

A. Carpet material: 100% nylon, manufacturer's standard backing, with lifetime wear warranty, 3 year delamination and tuftbind failure warranty, Class I rated.

B. Labeling: All production of certified qualities of carpeting shall be back-printed for identification. The imprint must carry the identification of the quality both by name or code number(s), the Federally Registered Certification mark assigned to the manufacturer as well as the shield with the letters of the testing agency used to indicate that the carpet is certified under the program which is validated. The following testing agencies are acceptable for the certification of carpets: ALI--Associated Laboratories, Inc., MEA--Metallurgical Engineers of Atlanta, Inc., and ETL--Electrical Testing Laboratories, Inc. Furnish test results.

C. Carpet Products: Subject to compliance with requirements, use the following or approved equal. Provide carpet products complying with the following:

TILE CARPETING

1.	Manufacturer:	Patcraft
a.	Product:	Homeroom v. 3.0
b.	Construction:	Level Loop
c.	Fiber:	Solution Q Extreme Nylon
d.	Dye Method:	100% Solution Dyed
e.	Backing:	EcoWorx® Tile
f.	Protective Treatment:	SSP® Shaw Soil Protection
g.	Size:	24" x 24"

h.	Gauge:	1/8
i.	Stitches:	Per inch 7.8
j.	Finished Pile Thickness:	.156
k.	Average Density:	7615
l.	Total Thickness:	0.230
m.	Tufted Weight:	22.0 oz

2.02 INSTALLATION ACCESSORIES

A. Trowelable Underlayments and Patching Compounds: As recommended by carpet manufacturer.

B. Adhesives: Water-resistant, mildew-resistant, low VOC non-staining type to suit products and subfloor conditions indicated and to comply with flammability requirements for installed carpet as recommended by the carpet manufacturer.

C. Seaming Cement: Low VOC hot-melt adhesive tape or similar product recommended by carpet manufacturer for taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine subfloors and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting performance of carpet. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. Verify that subfloors and conditions are satisfactory for carpet installation and comply with requirements specified in this Section and those of the carpet manufacturer.

3.02 PREPARATION

A. General: Comply with carpet manufacturer's installation recommendations to prepare substrates indicated to receive carpet installation.

B. Level subfloor within 1/4 inch in 10 feet (6 mm in 3 m), noncumulative, in all directions. Sand or grind protrusions, bumps, and ridges. Patch and repair cracks and rough areas. Fill depressions.

C. Use leveling and patching compounds to fill cracks, holes, and depressions in subfloor as recommended by the carpet manufacturer.

D. Remove subfloor coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone.

E. Broom or vacuum clean subfloors to be covered with carpet. Following cleaning, examine subfloors for moisture, alkaline salts, carbonation, or dust.

F. Concrete-Subfloor Preparation: Apply concrete-slab primer, according to manufacturer's directions, where recommended by the carpet manufacturer.

3.03 INSTALLATION

A. Direct Glue-Down Installation: Comply with CRI 104, Section 8: "Direct Glue-Down."

B. Comply with carpet manufacturer's recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Do not bridge building expansion joints with continuous carpet.

C. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, including pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.

D. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

E. Transitions between pavers and carpet: Schluter Systems metal transition strip.

3.04 CLEANING

A. Perform the following operations immediately after completing installation.
1. Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
2. Remove protruding yarns from carpet surface.
3. Vacuum carpet using commercial machine with face-beater element.

END OF SECTION

SECTION 09 91 23

INTERIOR PAINTING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section includes surface preparation and the application of paint systems on interior substrates.
   1. Concrete.
   2. Clay masonry.
   3. Concrete masonry units (CMU).
   4. Steel.
   5. Cast iron.
   6. Galvanized metal.
   7. Aluminum (not anodized or otherwise coated).
   8. Wood.
   9. Gypsum board.
   10. Plaster.
   11. Spray-textured ceilings.
   12. Cotton or canvas insulation covering.
   13. ASJ insulation covering.

B. Related Requirements:
   1. Section 09 91 13 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.
   1. Indicate VOC content.

B. Sustainable Design Submittals:
   1. Product Data for LEED 2009 Credit EQ 4.2: For paints and coatings, showing printed statement of VOC content.
   2. Laboratory Test Reports: For paints and coatings, indicating compliance with LEED 2009 Credit EQ 4.2 requirements for low-emitting materials.

C. Samples for Initial Selection: For each type of topcoat product.

D. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
   1. Submit Samples on rigid backing, 8 inches square.

2. Label each coat of each Sample.
3. Label each Sample for location and application area.

E. Product List: For each product indicated, include the following:
1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Indicate VOC content.

1.04 CLOSEOUT SUBMITTALS

1. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.05 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer’s label with the following information:
1. Product name and type (description).
2. Batch date.
3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.07 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

C. Lead Paint: It is not expected that lead paint will be encountered in the Work.

1. If suspected lead paint is encountered, do not disturb; immediately notify Architect and Owner.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); products indicated or comparable product from one of the following:
   1. Benjamin Moore & Co.
   2. PPG Architectural Coatings.
   3. Pratt & Lambert.
   4. Valspar Corporation - Architectural (Pro).

B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 01 60 00 "Product Requirements," and the following:
   1. Products are approved by manufacturer in writing for application specified.
   2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.

C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
   1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.02 PAINT, GENERAL

A. Material Compatibility:
   1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
   2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content:
   1. For field applications that are inside the weatherproofing system, paints and coatings shall provide materials that comply with VOC limits of authorities having jurisdiction and for interior paints and coatings applied at Project site, the following VOC limits exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
      a. Flat Paints and Coatings: 50 g/L.
      b. Nonflat Paints and Coatings: 150 g/L.
      c. Primers, Sealers, and Undercoaters: 200 g/L.
      d. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
      e. Floor Coatings: 100 g/L.
      f. Shellacs, Clear: 730 g/L.
      g. Shellacs, Pigmented: 550 g/L.

C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers."

D. Colors: As selected by Architect from manufacturer's full range.
   1. 20 percent of surface area will be painted with deep tones.

2.03 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
   1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
   2. Testing agency will perform tests for compliance with product requirements.
   3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
   1. Report, in writing, conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:
   1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
      a. Concrete: 12 percent.
      b. Masonry (Clay and CMU): 12 percent.
      c. Wood: 15 percent.
      d. Gypsum Board: 12 percent.
      e. Plaster: 12 percent.
   2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
   3. Plaster Substrates: Verify that plaster is fully cured.
   4. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.

C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
   1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
   1. Concrete Floors: Remove oil, dust, grease, dirt, and other foreign materials. Comply with SSPC-SP-13/NACE 6 or ICRI 03732.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
   1. SSPC-SP 2, "Hand Tool Cleaning."
   2. SSPC-SP 3, "Power Tool Cleaning."
   3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
   4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

I. Aluminum Substrates: Remove loose surface oxidation.

J. Wood Substrates:
   1. Scrape and clean knots, and apply coat of knot sealer before applying primer.

2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

K. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.03 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed in equipment rooms:
a. Equipment, including panelboards and switch gear.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes.
h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
2. Paint the following work where exposed in occupied spaces:
a. Equipment, including panelboards.
b. Uninsulated metal piping.

c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
h. Other items as directed by Architect.

3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.04 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.05 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.06 INTERIOR MICROBICIDAL PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces and Clay Masonry:
1. Microbicidal Latex Finish System: With topcoat EPA registered No. 64695-1.
a. Prime Coat: Primer sealer, latex, interior:
(i) S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils(0.081 mm) dry.
(a) First Coat: Microbicidal Latex, interior, matching topcoat.
(b) Topcoat: Microbicidal Latex, interior, eggshell:
(ii) S-W Paint Shield Interior Latex Eg-Shel Microbicidal Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.

B. CMU Substrates:
1. Microbicidal Latex Finish System: With topcoat EPA registered No. 64695-1.
a. Block Filler: One or two coats as required: Block filler, latex, interior/exterior:
(i) S-W Loxon Block Surfacer, A24W200, at 10.0 mils (0.254 mm) wet, 8.0 mils (0.203 mm) dry, per coat.
(a) First Coat: Microbicidal Latex, interior, matching topcoat.
(b) Topcoat: Microbicidal Latex, interior, eggshell:
(ii) S-W Paint Shield Interior Latex Eg-Shel Microbicidal Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat. Brush and roll application only.

C. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
1. Microbicidal Latex Finish System: With topcoat EPA registered No. 64695-1.
a. Prime Coat: Primer, latex, interior, anti-microbial:
(i) S-W PrepRite ProBlock Interior/Exterior Latex Primer/Sealer, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry.
(a) First Coat: Microbicidal Latex, interior, matching topcoat.
(b) Topcoat: Microbicidal Latex, interior, eggshell:
(ii) S-W Paint Shield Interior Latex Eg-Shel Microbicidal Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.

D. Gypsum Board, Plaster, and Spray-Texture Ceiling Substrates:
1. Microbicidal Latex Finish System: With topcoat EPA registered No. 64695-1.
a. Prime Coat: Primer, latex, interior:
(i) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
(a) First Coat: Microbicidal Latex, interior, matching topcoat.
(b) Topcoat: Microbicidal Latex, interior, eggshell:
(ii) S-W Paint Shield Interior Latex Eg-Shel Microbicidal Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.

3.07 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces and Clay Masonry:
1. Latex System:
a. Prime Coat: Primer, latex, interior.
(i) S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat.
(i) S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
d. Topcoat: Latex, interior, low sheen.
(i) S-W ProMar 200 Zero VOC Latex Low Sheen Eg-Shel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
e. Topcoat: Latex, interior, eggshell.

(i) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat .

f. Topcoat: Latex, interior, semi-gloss.
(i) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat .

g. Topcoat: Latex, interior, gloss.
(i) S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.

2. Water-Based Light Industrial Coating System:
a. Prime Coat: Primer sealer, latex, interior:
(i) S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
(a) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
(b) Topcoat: Light industrial coating, interior, water based, eggshell:
(ii) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

b. Topcoat: Light industrial coating, interior, water based, semi-gloss:
(i) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

B. Two-Component Epoxy and Epoxy High Build Systems for Non-Traffic Surfaces: Refer to Section 09 96 00 "High-Performance Coatings."
1. Concrete Stain System (Water-based) for Vertical Surfaces:
a. First Coat:
(i) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal.(1.23 to 7.36 sq. m per liter).

b. Second Coat:
(i) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal.(1.23 to 7.36 sq. m per liter).

C. Concrete Substrates, Pedestrian Traffic Surfaces:
1. Latex Floor Enamel System:
a. First Coat: Floor paint, latex, slip-resistant, matching topcoat.
b. Topcoat: Floor paint, latex, slip-resistant, low gloss: S-W ArmorSeal Tread-Plex, B90 Series, at 1.5 to 2.0 mils (0.038 to 0.051 mm) dry per coat.

2. Clear Acrylic System, Gloss Finish:
a. First Coat:
(i) S-W H&C Clarishield Water-Based Wet-Look Concrete Sealer, at 100 to 200 sq. ft. per gal. (2.45 to 4.91 sq. m per liter).

b. Second Coat:
(i) S-W H&C Clarishield Water-Based Wet-Look Concrete Sealer, at 100 to 200 sq. ft. per gal. (2.45 to 4.91 sq. m per liter).

D. Concrete Stain System (Water-based):
1. First Coat: Low-luster opaque finish:
a. S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
(i) Second Coat: Low-luster opaque finish:

b. S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).

2. Epoxy and Urethane Coatings: Refer to Section 09 96 00 "High-Performance Coatings."
3. Epoxy- and Urethane- Based Aggregate-Filled Floor Surfacing: Refer to Section 09 67 23 "Resinous Flooring."

E. CMU Substrates:
1. Latex System:
   a. Block Filler: Block filler, latex, interior/exterior:
      (i) S-W PrepRite Block Filler, B25W25, at 75-125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).
   b. Intermediate Coat: Latex, interior, matching topcoat.
2. Topcoat: Latex, interior, flat:
   a. S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
   b. Topcoat: Latex, interior, low sheen:
      (i) S-W ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
   c. Topcoat: Latex, interior, eggshell:
      (i) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
   d. Topcoat: Latex, interior, semi-gloss:
      (i) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
   e. Topcoat: Latex, interior, gloss:
      (i) S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
3. Water-Based Light Industrial Coating System:
   a. Block Filler: Block filler, latex, interior/exterior:
      (i) S-W PrepRite Block Filler, B25W25, at 75-125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).
   b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
   c. Topcoat: Light industrial coating, interior, water based, eggshell:
      (i) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
   d. Topcoat: Light industrial coating, interior, water based, semi-gloss:
      (i) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
4. Concrete Stain System (Water-based):
   a. First Coat:
      (i) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
   b. Second Coat:
      (i) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).

(a) Two-Component Epoxy and Epoxy High Build Systems for Non-Traffic Surfaces: Refer to Section 09 96 00 "High-Performance Coatings."
(b) Epoxy and Urethane Coatings: Refer to Section 0996 00 "High-Performance Coatings."

F. Metal Substrates (Aluminum, Steel, Galvanized Steel):
1. Latex System:
a. Prime Coat: Primer, rust-inhibitive, water based:
(i) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
b. Intermediate Coat: Water-based acrylic, interior, matching topcoat.
c. Topcoat: Water-based acrylic, semi-gloss:
(i) S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
d. Topcoat: Water-based acrylic, gloss:
(i) S-W Pro Industrial Acrylic Gloss Coating, B66-660 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
2. Water-Based Dry-Fall System:
a. Top Coat: Dry-fall latex, flat:
(i) S-W Pro Industrial Waterborne Acrylic Dryfall Flat, B42-181 Series, at 6.0 mils (0.152 mm) wet, 1.5 mils (0.038 mm) dry.
b. Top Coat: Dry-fall latex, eggshell:
(i) S-W Pro Industrial Waterborne Acrylic DryFall Eg-Shel, B42-82, at 6.0 mils (0.152 mm) wet, 1.9 mils (0.048 mm) dry.
c. Top Coat: Dry-fall latex, semi-gloss:
(i) S-W Pro Industrial Waterborne Acrylic DryFall Semi-Gloss, B42-83, at 5.8 mils (0.147 mm) wet, 2.3 mils (0.058 mm) dry.
3. Water-Based Light Industrial Coating System:
a. Prime Coat: Primer, rust-inhibitive, water based:
(i) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
(ii) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
(iii) Topcoat: Light industrial coating, interior, water based, eggshell:
(a) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
b. Topcoat: Light industrial coating, interior, water based, semi-gloss:
(i) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
(a) Two-Component Epoxy and Epoxy High Build Systems: Refer to Section 09 96 00 "High-Performance Coatings."
4. Waterbased/Alkyd Urethane System:
a. Prime Coat:
(i) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.

(a) Intermediate Coat: Water-based acrylic-alkyd, interior, matching topcoat.

i. Topcoat: Water-based alkyd-urethane, semi-gloss, interior:

ii. S-W Pro Industrial Waterbased Alkyd Urethane Semi-Gloss, B53-1150 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.

b. Topcoat: Water-based alkyd-urethane, gloss, interior:

(i) S-W Pro Industrial Waterbased Alkyd Urethane Gloss, B53-1050 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.

(a) Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.

c. Latex System:

(i) Prime Coat: Primer sealer, latex, interior:

(a) S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry.

(b) Intermediate Coat: Latex, interior, matching topcoat.

d. Topcoat: Latex, interior, eggshell:

(i) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.

e. Topcoat: Latex, interior, semi-gloss:

(i) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.

f. Topcoat: Latex, interior, gloss:

(i) S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

G. Waterbased/Alkyd Urethane System:

a. Prime Coat: Primer sealer, latex, interior:

(i) S-W Premium Wall & Wood Primer, B28W8111, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry.

(a) Intermediate Coat: Water-based alkyd-urethane, interior, matching topcoat.

(b) Topcoat: Water-based alkyd-urethane, semi-gloss, interior:

(ii) S-W Pro Industrial Waterbased Alkyd Urethane Semi-Gloss, B53-1150 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.

b. Topcoat: Water-based alkyd-urethane, gloss, interior:

(i) S-W Pro Industrial Waterbased Alkyd Urethane Gloss, B53-1050 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.

c. Water-Based Light Industrial Coating System:

(i) Prime Coat: Primer sealer, latex, interior:

(ii) S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry.

(a) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.

(b) Topcoat: Light industrial coating, interior, water based, eggshell:

(iii) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

d. Topcoat: Light industrial coating, interior, water based, semi-gloss:

(i) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
(a) Two-Component Epoxy and Epoxy High Build Systems: Refer to Section 09 96 00 "High-Performance Coatings."

H. Wood Substrates, Pedestrian Traffic Surfaces:
1. Latex Floor Enamel System:
a. First Coat: Floor paint, latex, slip-resistant, matching topcoat.
b. Topcoat: Floor paint, latex, slip-resistant, low gloss:
(i) S-W ArmorSeal Tread-Plex, B90 Series, at 1.5 to 2.0 mils (0.038 to 0.051 mm) dry per coat.

I. Gypsum Board, Plaster, and Spray-Texture Ceiling Substrates:
1. Latex System:
a. Prime Coat: Primer, latex, interior:
(i) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
(a) Intermediate Coat: Latex, interior, matching topcoat.
(b) Topcoat: Latex, interior, flat:
(ii) S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
b. Topcoat: Latex, interior, low sheen:
(i) S-W ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
c. Topcoat: Latex, interior, eggshell:
(i) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
d. Topcoat: Latex, interior, semi-gloss:
(i) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
e. Topcoat: Latex, interior, gloss:
(i) S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
2. Water-Based Light Industrial Coating System:
a. Prime Coat: Primer sealer, latex, interior:
(i) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
(ii) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
b. Topcoat: Light industrial coating, interior, water based, eggshell:
(i) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
c. Topcoat: Light industrial coating, interior, water based, semi-gloss:
(i) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
(a) Two-Component Epoxy and Epoxy High Build Systems for Non-Traffic Surfaces: Refer to Section 09 96 00 "High-Performance Coatings."

END OF SECTION

SECTION 10 21 16.19

PLASTIC SHOWER AND DRESSING COMPARTMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Solid-plastic compartments.

1.02 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For shower and dressing compartments.
1. Include plans, elevations, sections, and attachment details.

C. Samples: For each exposed product and for each color and texture specified.

1.03 INFORMATIONAL SUBMITTALS

A. Product certificates.

1.04 CLOSEOUT SUBMITTALS

A. Maintenance data.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Fire Performance: Tested in accordance with, and pass the acceptance criteria of, NFPA 286.

B. Regulatory Requirements: Comply with applicable provisions in USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1 for shower and dressing compartments designated as accessible.

2.02 SOLID-PLASTIC COMPARTMENTS

A. Configuration: As indicated on Drawings.

B. Enclosure Style: Floor and ceiling anchored.

C. Panel and Pilaster Construction: Solid, high-density polyethylene (HDPE) panel material, not less than 1 inch thick, seamless, with eased edges and with homogenous color and pattern throughout thickness of material.
1. Heat-Sink Strip: Manufacturer's standard, continuous, stainless steel strip fastened to exposed bottom edges of solid-plastic components to hinder malicious combustion.

2. Color and Pattern: in each room; as selected by Architect from manufacturer's full range.

D. Door Construction: Match panels.

E. Pilaster Shoes and Sleeves (Caps): Manufacturer's standard design; stainless steel.

F. Brackets (Fittings):
1. Full-Height (Continuous) Type: Manufacturer's standard design; solid plastic matching the panels or clear-anodized extruded aluminum.
2. Stirrup Type: Ear or U-brackets; stainless steel.

2.03 ACCESSORIES

A. Clothing Hooks: Manufacturer's standard clothing hooks in each dressing compartment.

B. Overhead Bracing: Manufacturer's standard, continuous, extruded-aluminum headrail or cap with antigrip profile; in manufacturer's standard finish.

C. Curtain Rod with Hooks: Manufacturer's standard, 1-inch-diameter, stainless steel curtain rod with matching hooks.

D. Curtain: Flame-resistant, polyester-reinforced vinyl fabric that is stain resistant, self-sanitizing, antistatic, antimicrobial, and launderable to a temperature of not less than 90 deg F.
1. Labeling: Identify fabrics with appropriate markings of applicable testing and inspecting agency.
2. Length: Curtain shall be provided with clear vinyl vision area extending 12-inches from the top of the curtain and bottom of curtain will terminate 6-inches above finished floor.
3. Color and Pattern: As selected by Architect from manufacturer's full range.

E. Seats: Manufacturer's standard, wall-mounted benches.
1. Material: Solid phenolic.
2. Operation: Folding.
3. Finish: As selected by Architect from manufacturer's full range.

F. Anchorages and Fasteners: Manufacturer's standard, exposed fasteners of stainless steel, chrome-plated steel, or solid brass, finished to match the items they are securing; with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications.

2.04 FABRICATION

A. Overhead-Braced Compartments: Manufacturer's standard, corrosion-resistant supports, leveling method, and anchors at pilasters and walls to suit floor and wall conditions. Provide shoes at pilasters to conceal supports and leveling method.

B. Floor-and-Ceiling-Anchored Compartments: Manufacturer's standard, corrosion-resistant anchoring assemblies at pilasters and walls, with leveling adjustment at tops and bottoms of pilasters. Provide shoes and sleeves (caps) at pilasters to conceal anchorage.

PART 3 EXECUTION

3.01 INSTALLATION

A. General: Comply with manufacturer's written installation instructions. Install compartments rigid, straight, level, and plumb. Secure compartments in position with manufacturer's recommended anchoring devices.
   1. Clearances for Dressing Compartments: Maximum 1/2 inch between pilasters and panels; 1 inch between panels and walls.
   2. Full-Height (Continuous) Brackets for Dressing Compartments: Secure panels to walls and to pilasters with full-height brackets.
      a. Locate bracket fasteners so holes for wall anchors occur in masonry or tile joints.
      b. Align brackets at pilasters with brackets at walls.

B. Curtains: Install curtains to specified length, and verify that they hang vertically without stress points or diagonal folds.

3.02 ADJUSTING

A. Curtain Adjustment: After hanging curtains, test and adjust each track or rod to produce unencumbered, smooth operation. Steam and dress down curtains as required to produce crease- and wrinkle-free installation. Remove and replace curtains that are stained or soiled or that have stress points or diagonal folds.

B. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on inswinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on outswinging doors to return doors to fully closed position.

END OF SECTION

SECTION 10 51 13

METAL LOCKERS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Welded corridor lockers.

1.02 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For metal lockers.
1. Include plans, elevations, sections, and attachment details.
2. Include locker identification system and numbering sequence.

C. Samples: For each color specified.

1.04 INFORMATIONAL SUBMITTALS

A. Sample warranty.

1.05 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.06 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of metal lockers that fail in materials or workmanship, excluding finish, within specified warranty period.
1. Warranty Period for Welded Metal Lockers: 10 years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: For lockers and locker benches indicated to be accessible, comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" the ABA standards of the Federal agency having jurisdiction and ICC A117.1.

2.02 WELDED CORRIDOR LOCKERS

A. Subject to compliance with requirements provide metal lockers by one of the following manufacturers:

1. PENCO
2. ASI Storage Solutions
3. Republic Storage Systems

B. Doors: One piece; fabricated from 0.075-inch nominal-thickness steel sheet; formed into channel shape with double bend at vertical edges and with right-angle single bend at horizontal edges.
   1. Reinforcement: Manufacturer's standard reinforcing angles, channels, or stiffeners for doors more than 15 inches wide; welded to inner face of doors.
   2. Door Style: Vented panel as follows:
      a. Louvered Vents: No fewer than two louver openings at top and bottom, or three louver openings at top or bottom, for triple-tier lockers.

C. Body: Assembled by welding body components together. Fabricate from unperforated steel sheet with thicknesses as follows:
   1. Tops, Bottoms, and Sides: 0.060-inch nominal thickness.
   2. Backs: 0.048-inch nominal thickness.
   3. Shelves: 0.060-inch nominal thickness, with double bend at front and single bend at sides and back.

D. Frames: Channel formed; fabricated from 0.060-inch nominal-thickness steel sheet; lapped and factory welded at corners; with top and bottom main frames factory welded into vertical main frames. Form continuous, integral, full-height door strikes on vertical main frames.

E. Hinges:
   1. Continuous Hinges: Manufacturer's standard, steel, full height.

F. Projecting Door Handle and Latch: Finger-lift latch control designed for use with either built-in combination locks or padlocks; positive automatic latching, chromium plated; pry and vandal resistant.
   1. Latch Hooks: Equip doors 48 inches and higher with three latch hooks and doors less than 48 inches high with two latch hooks; fabricated from 0.105-inch nominal-thickness steel sheet; welded or riveted to full-height door strikes; with resilient silencer on each latch hook.
   2. Latching Mechanism: Manufacturer's standard, rattle-free latching mechanism and moving components isolated to prevent metal-to-metal contact, and incorporating a prelocking device that allows locker door to be locked while door is open and then closed without unlocking or damaging lock or latching mechanism.
   3. Single-Point Latching: Nonmoving latch hook with steel padlock loop that projects through recessed cup and is finished to match metal locker body.
      a. Latch Hook: Equip each door with one latch hook.

G. Locks: Combination padlocks.

H. Identification Plates: Manufacturer's standard, etched, embossed, or stamped aluminum plates, with numbers and letters at least 3/8 inch high.

I. Hooks: Manufacturer's standard ball-pointed, aluminum or steel; zinc plated.

J. Coat Rods: Manufacturer's standard.

K. Legs: 6 inches high; formed by extending vertical frame members, or fabricated from 0.075-inch nominal-thickness steel sheet; welded to bottom of locker.
   1. Provide closed front and end bases.

L. Continuous Sloping Tops: Fabricated from 0.048-inch nominal-thickness steel sheet, with a pitch of approximately 20 degrees.
   1. Closures: Vertical-end type.

M. Filler Panels: Fabricated from 0.048-inch nominal-thickness steel sheet.

N. Finished End Panels: Fabricated from 0.024-inch nominal-thickness steel sheet to cover unused penetrations and fasteners, except for perimeter fasteners, at exposed ends of nonrecessed metal lockers; finished to match lockers.

O. Materials:
   1. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B, suitable for exposed applications.

P. Finish: Baked enamel or powder coat.
   1. Color: As selected by Architect from manufacturer's full range.

2.03 LOCKS

A. Combination Padlock: Provided by Owner.

2.04 LOCKER BENCHES

A. Subject to compliance with requirements provide metal lockers by one of the following manufacturers:
   1. PENCO
   2. ASI Storage Solutions
   3. Republic Storage Systems

B. Provide bench units with overall assembly height of 17-1/2 inches.

C. Bench Tops: Manufacturer's standard one-piece units, with rounded corners and edges.
   1. Size: Minimum 9-1/2 inches wide by 1-1/4 inches thick except provide 20- to 24-inch-wide tops where accessible benches are indicated.
   2. Laminated clear hardwood with one coat of clear sealer on all surfaces and one coat of clear lacquer on top and sides.

D. Fixed-Bench Pedestals: Manufacturer's standard supports, with predrilled fastener holes for attaching bench top and anchoring to floor, complete with fasteners and anchors.
   1. Color: As selected by Architect from manufacturer's full range.

E. Materials:
   1. Stainless Steel Plate, Sheet, and Strip: ASTM A240/A240M or ASTM A666, Type 304.

2.05 FABRICATION

A. Fabricate metal lockers square, rigid, without warp, and with metal faces flat and free of dents or distortion. Make exposed metal edges safe to touch and free of sharp edges and burrs.

B. Fabricate each metal locker with an individual door and frame; individual top, bottom, and back; and common intermediate uprights separating compartments.

C. Equipment: Provide each locker with an identification plate and the following equipment:
   1. Triple-Tier Units: One double-prong ceiling hook.

D. Welded Construction: Factory preassemble metal lockers by welding all joints, seams, and connections; with no bolts, nuts, screws, or rivets used in assembly of main locker groups. Factory weld main locker groups into one-piece structures. Grind exposed welds smooth and flush.

E. Accessible Lockers: Fabricate as follows:
   1. Locate bottom shelf no lower than 15 inches above the floor.
   2. Where hooks, coat rods, or additional shelves are provided, locate no higher than 48 inches above the floor.

F. Continuous Sloping Tops: Fabricated in lengths as long as practical, without visible fasteners at splice locations; finished to match lockers.

G. Individual Sloping Tops: Fabricated in width to fit one locker frame in lieu of flat locker tops; with integral back; finished to match lockers. Provide wedge-shaped divider panels between lockers.

H. Recess Trim: Fabricated with minimum 2-1/2-inch face width and in lengths as long as practical; finished to match lockers.

I. Filler Panels: Fabricated in an unequal leg angle shape; finished to match lockers. Provide slip-joint filler angle formed to receive filler panel.

J. Finished End Panels: Fabricated to conceal unused penetrations and fasteners, except for perimeter fasteners, at exposed ends of nonrecessed metal lockers; finished to match lockers.

K. Center Dividers: Full-depth, vertical partitions between bottom and shelf; finished to match lockers.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install lockers level, plumb, and true; shim as required, using concealed shims.
   1. Anchor locker runs at ends and at intervals recommended by manufacturer, but not more than 36 inches o.c. Using concealed fasteners, install anchors through backup reinforcing plates, channels, or blocking as required to prevent metal distortion.
   2. Anchor single rows of metal lockers to walls near top and bottom of lockers.

3. Anchor back-to-back metal lockers to floor.

B. Welded Lockers: Connect groups together with manufacturer's standard fasteners, with no exposed fasteners on face frames.

C. Trim: Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.
   1. Attach recess trim to recessed metal lockers with concealed clips.
   2. Attach filler panels with concealed fasteners.
   3. Attach sloping-top units to metal lockers, with closures at exposed ends.
   4. Attach finished end panels using fasteners only at perimeter to conceal exposed ends of nonrecessed metal lockers.

D. Fixed Benches: Provide no fewer than two pedestals for each bench, uniformly spaced not more than 72 inches apart.

END OF SECTION

SECTION 12 36 16

METAL COUNTERTOPS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Stainless-steel countertops.

1.02 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For metal fabrications.
1. Include plans, sections, details, and attachments to other work. Detail fabrication and installation, including field joints.
2. For countertops, show locations and sizes of cutouts and holes for items installed in metal countertops.

PART 2 PRODUCTS

2.01 STAINLESS-STEEL FABRICATIONS

A. Countertops: Fabricate from 0.062-inch-thick, stainless-steel sheet. Provide smooth, clean exposed tops and edges in uniform plane, free of defects. Provide front and end overhang of 1 inch.
1. Joints: Fabricate countertops in sections for joining in field.
2. Weld shop-made joints.
3. Sound deaden the undersurface with heavy-build mastic coating.
4. Extend the top down to provide a 1-inch-thick edge with a 1/2-inch return flange.

2.02 MATERIALS

A. Stainless-Steel Sheet: ASTM A240/A240M, Type 304.

B. Sealant for Countertops: Manufacturer's standard sealant that complies with applicable requirements in Section 07 92 00 "Joint Sealants" and the following:
1. Mildew-Resistant Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, silicone.
2. Color: Clear.

2.03 STAINLESS-STEEL FINISH

A. Grind and polish surfaces to produce uniform, directional satin finish matching No. 4 finish, with no evidence of welds and free of cross scratches. Run grain with long dimension of each piece. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces clean.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install metal countertops level, plumb, and true; shim as required, using concealed shims.

B. Field Jointing: Where possible, make field jointing in the same manner as shop jointing; use fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.

C. Secure countertops to brackets with Z- or L-type fasteners or equivalent; use two or more fasteners at each front, end, and back.

D. Abut top and edge surfaces in one true plane, with internal supports placed to prevent deflection.

E. Seal junctures of countertops, splashes, and walls with sealant for countertops.

F. Protection: Provide 6-mil plastic or other suitable water-resistant covering over countertop surfaces. Tape to underside of countertop at a minimum of 48 inches o.c. Remove protection at Substantial Completion.

END OF SECTION

SECTION 12 36 61.19

QUARTZ AGGLOMERATE COUNTERTOPS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Quartz agglomerate countertops.
2. Quartz agglomerate apron fronts.

1.02 ACTION SUBMITTALS

A. Product Data: For countertop materials.

B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

C. Samples: For each type of material exposed to view.

PART 2 PRODUCTS

2.01 QUARTZ AGGLOMERATE COUNTERTOP MATERIALS

A. Quartz Agglomerate: Solid sheets consisting of quartz aggregates bound together with a matrix of filled plastic resin and complying with ICPA SS-1, except for composition.
1. Subject to compliance with requirements provide quartz agglomerate countertops by one of the following:
a. Cambria
b. Daltile
2. Colors and Patterns: As selected by Architect from manufacturer's full range.

B. Solid Wood Edges and Trim: Clear red oak lumber, free of defects, selected for compatible grain and color, and kiln dried to 7 percent moisture content.

C. Particleboard: ANSI A208.1, Grade M-2.

2.02 COUNTERTOP FABRICATION

A. Fabricate countertops according to quartz agglomerate manufacturer's written instructions and the AWI/AWMAC/WI's "Architectural Woodwork Standards."
1. Grade: Custom.

B. Configuration:
1. Front: Straight, slightly eased at top

C. Countertops: 1/4-inch-thick, quartz agglomerate.

D. Joints: Fabricate countertops without joints.

E. Joints: Fabricate countertops in sections for joining in field, with joints at locations indicated.

2.03 INSTALLATION MATERIALS

A. Adhesive: Product recommended by quartz agglomerate manufacturer.

B. Sealant for Countertops: Comply with applicable requirements in Section 07 92 00 "Joint Sealants."

PART 3 EXECUTION

3.01 INSTALLATION

A. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.

B. Secure countertops to subtops with adhesive according to quartz agglomerate manufacturer's written instructions.

C. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.

D. Install backsplashes and end splashes by adhering to wall and countertops with adhesive.

E. Install aprons to backing and countertops with adhesive.

F. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.

G. Apply sealant to gaps at walls; comply with Section 07 92 00 "Joint Sealants."

END OF SECTION

SECTION 14 90 10

INMATE PROPERTY STORAGE CONVEYOR SYSTEM

PART 1 GENERAL

1.01 SUMMARY

A. Furnish labor, materials, tools, equipment and services for Inmate Property Storage and Retrieval Conveyor System(s), as indicated in accordance with provisions of Contract Documents.

B. Coordinate with work of other trades on site.

1.02 SUBMITTALS

A. Shop Drawings:
1. Manufacturer's installation instructions and recommendations.
2. General Arrangement Drawings indicating conveyor path, drive and take-up locations, and support points.
3. Electrical Schematics.

B. Contract Closeout Information:
1. Manufacturer's Owner's and Maintenance Manual.
2. Recommended Spare Parts Listing.
3. Warranty.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Inmate Property Storage and Retrieval Conveyor System:
1. Pacline Conveyors, Inc.
www.pacline.com
Buffalo, NY
Ph: 800-955-8860
E-mail: sales@pacline.com

B. Accessories and other items

2.02 SYSTEM

A. Basis of Design: Pacline's PAC-LINE™ compact, medium capacity conveyor system.

B. Design:
1. Enclosed round track, monorail chain conveyor of modular, bolt together construction. Conveyor chain has integral load pendants at 6" pitch, eliminating the need for separate chain attachments. The Inmate Property Storage and Retrieval Conveyor System includes additional components to allow property bags to be suspended under the conveyor chain, and automatically moved to the user when requested through The Retriever™ controller.

2. Conveyor overall length is 260 linear feet of conveyor chain total, consisting of (2) independent conveyors, with the capacity to store a minimum of 1000 property bags at (2) bags per foot per tier.
3. Type and size of bags to be stored are: Solid Nylon Mesh Bag with sewn in chrome plated hanger, Item PL-PCSB205961, 28" tall x 20" wide – Overall Length 36"

C. Track:
1. Zinc Plated Round Track 1-7/8" OD x 1-5/8" ID.
2. End flanges with bolted connection.
3. The track encapsulates the moving chain eliminating pinch points for personnel.

D. Conveyor Chain:
1. PAC-LINE™ Conveyor Chain integral pendants, 6" pitch.
2. Lubrication: pregreased with Pacline approved lithium grease.
3. Breaking load: 3,700 LBS.
4. Maximum Chain length per drive: 600'-0", dependent on conveyor loading and chain pull.
5. Minimum friction coefficient: 2.5%
6. Maximum load per pendant: 50 LBS.

E. Take-Up:
1. Spring activated take-up device to maintain tension on the conveyor chain.
2. Integral track slip joints to allow the take-up to "float" relative to the conveyor track.
3. Round tube runners and internal trolley mechanism allow mounting of take-up to fixed support.

F. Bag Racks and Debris Guards
1. 2-Tiered Bag Racks, Zinc Plated steel, laser cut racks provided with 3 holes/openings per foot to accept typical property storage bags.
2. Location code labels attached adjacent to each rack opening.
3. Debris guards, 12" long, provided mounted between two conveyor chain pendants. Debris guards include pivoting clevis type mounting brackets to attach to chain above and garment rack below.
4. Debris guards overlap on both leading and trailing ends to prevent potential debris from above to drop onto garments.
5. Debris guards include integral perimeter lip.

G. Drive:
1. Conveyor Drive: In-line "Caterpillar" type.
2. Gearbox:
   a. Gearmotor drive unit with 20:1 single reduction ratio typical.
   b. Secondary gear reduction by chain and sprocket assembly.
   c. Drive module mounted above conveyor chain with indirect connection to conveyor chain by drive pusher "dogs".
   d. Capable of reversing drive direction.
3. Motors:
   a. 1HP gearmotor, AC NEMA, 5:1, IP55.
   b. Power supply: 230V or 460V/ 3PH/ 60Hz.
   c. RPM: 1725.

4. Drive Sprockets:
    a. Hardened B-type sprockets for RC-60 roller chain.
    b. Welded 1-1/4" diameter steel shaft.
    c. Support: two cast iron, permanently lubricated, pillow block bearings.

H. Floor Supports welded construction
1. Arms: 3"x3"x ¼" or 4"x4"x ¼" steel angle.
2. Posts: 3"x3"x 3/16" or 4"x4"x 3/16" HSS.
3. Base Plate: 10"x10"x ½".
4. Wedge anchors: ½" DIA that penetrate the concrete floor at least 3-1/2".
5. Floor Supports spacing: not to exceed 8 '-0" apart.
6. Floor supports must not require lateral bracing from building wall, ceiling or other structure.

I. Electrical:
1. Variable Frequency Drive (VFD) unit:
    a. Model Powerflex 525 series.
    b. Input electrical connection: 120V/60 Hz/1PH, Output to motor 230V/60Hz/3PH.
    c. Installation bracket: type 1 B frame – 520 series.
2. Pushbutton station
    a. E-stop button with twist to release mounted adjacent to VFD and Pacline The Retriever™ controller.

J. Operating Control:
1. Automatic Storage/Retrieval Controller
    a. The Retriever™ by Pacline, microprocessor-based conveyor controller.
    b. Touchscreen operation to allow user to enter up to five (5) storage location codes in a queue for retrieval operation.
    c. Automatic forward/reverse operation to minimize conveyor time to move a specified garment rack to the operator.

2.03 ACCESSORIES AND OTHER ITEMS

A. Property Storage Bags
1. Quantity: 1100

PART 3 EXECUTION

3.01 INSPECTION

A. Site will be inspected prior to start of work. A report will be provided to the client stating any unsatisfactory conditions. Site work will not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Appropriate party to correct unsatisfactory conditions prior to start of work.

3.03 INSTALLATION

A. Only Pacline Conveyors, Inc. approved installation crew will perform equipment installation.

B. Upon completion of mechanical installation, Garment Storage and Retrieval System will be adjusted for proper operation.

C. Electric wiring within system by supplier.

D. Site electric power wiring by others per Electrical Specification Divisions.

3.04 OPERATION AND MAINTENANCE INSTRUCTION

A. Provide operation and maintenance training sessions for Owner's personnel.

END OF SECTION

Williamson County
Magistrate Court
306 West 4th St.
Georgetown, TX 78626

I hereby certify that the mechanical, electrical and plumbing engineering specifications for this project were prepared by me, or under my direct supervision, and that I am a duly licensed Professional Engineer under the laws of the State of Texas.

The Texas Board of Professional Engineers, P.O. Drawer 18329, Austin, Texas 78760-8239, telephone (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Texas Civil Statutes, Article 3271a.

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GENERAL REQUIREMENTS FOR PLUMBING WORK

PART 1 - GENERAL

1.1 SCOPE

A. This project involves construction of the project as titled above with associated site work as shown on the plans and described herein.

1.2 DRAWINGS

A. Contract drawings are diagrammatic only and do not give fully dimensioned locations of various elements. Contractor shall determine exact locations from field measurements. Refer also to all architectural, structural, etc., drawings. The lack of specific detail of all offsets, transitions, etc., shall not relieve the Contractor of responsibility to provide such necessary elements to coordinate his work with building construction and with other trades.

1.3 SUBSTITUTION

A. All bids shall be based only on the equipment and materials as scheduled on the drawings and/or as specified, or on equivalent equipment and materials from a pre-approved alternative manufacturer. No bids may be based on a substitute or other alternative without specific written prior approval from the Engineer. Any Bidder who assumes equivalence of products and who bases his/her bid on that assumption, does so at their own risk.

B. A listing of approved alternative manufacturers does not mean that all products of a particular alternative manufacturer are acceptable alternatives to the scheduled items; it merely means that for bidding prior approval is not required. All fixtures and devices must still be submitted according to the prescribed procedures. In addition, some items that have an important visual affect, e.g. electric water coolers, may be required to receive Engineer's or Owner's approval also.

C. Substitute equipment, components, devices and systems shall be fully compatible with the design intent and complete with all required costs included in the bid amount. This includes all modifications to support, structure, pipe and electrical sizing and components needed and all other items necessary for the substitute to perform with no additional cost to the project.

1.4 INTENT

A. All equipment, materials and labor that may be necessary to complete work in accordance with the intent of these plans and specifications shall be furnished by the Contractor without additional cost.

B. All systems represented in the documents shall, unless specifically noted to the contrary, be provided and installed complete with all necessary components to form a complete and functioning system. Submission of bids will be considered confirmation that complete and functional systems have been included in the bids.

C. If any discrepancies or confusion is perceived in the documents, the Contractor shall call such to the attention of the Engineer for clarification of the documents prior to bidding or construction. If any inconsistencies or contradictions within the construction documents are discovered after the construction contracts are awarded, the Engineer shall determine the intent and correct interpretation of the construction documents.

D. Contractor shall supervise and direct the work competently and efficiently and in accordance with the drawings and specifications. Contractor shall be responsible for using construction means, methods, techniques, sequences, and procedures as are compatible with the project's requirements and will result in a project completed in accordance with the requirements of the drawings and specifications.

1.5 CODES, PERMITS AND FEES

A. Contractor shall comply with all local, state and national codes and shall pay for all applicable costs, fees and permits.

1.6 CONNECTION TO UTILITIES

A. Coordinate connections to utilities directly with utility providers.

B. Verify location, size, elevation, pressure, and any other pertinent data of existing utilities. Additional costs incurred due to a failure to verify such data and to coordinate associated work with respective utility providers shall be borne by Contractor.

C. All costs associated with providing utilities including, but not limited to, connection fees, boring under roads, etc., shall be included in the Contractor's bid price whether such costs are incurred by Contractor or charged by a utility company.

D. Submission of a bid by a Contractor shall be considered an acknowledgment by the Contractor of his compliance with this section.

E. Contractor shall connect water and waste piping and gas service to existing services in accordance with utility company regulations and shall pay all applicable fees and costs. NOTE: Excavate by hand and with caution to locate all utilities prior to machine excavation. Should any service be interrupted, Contractor shall repair it immediately and at no additional cost.

1.7 VIBRATION AND NOISE

A. Each of the various pieces of equipment shall operate without objectionable vibration or noise. All rotating equipment shall be statically and dynamically balanced and shall be mounted, supported, and fastened so that vibration shall not exceed levels specified for the equipment item. The specific type of vibration isolation to be installed shall be submitted to the Engineer for his approval.

B. If, in the opinion of the Engineer, objectionable vibration or noise or transmission thereof to the building occurs, the Contractor shall execute remedial measures as may be necessary to eliminate such unsatisfactory operating conditions and the work and material thereby required shall be furnished and performed at the Contractor's expense.

1.8 GUARANTEE

A. Each Contractor shall guarantee all labor and materials furnished by him for a period of one year unless otherwise noted. Guarantee period shall extend from the time of final written acceptance of the installation or upon usage by a written directive from the Owner, whichever occurs first. The guarantee shall cover the repair or replacement, without additional cost to the Owner, of any defective material or faulty workmanship.

1.9 SERVICE

A. All necessary service of each system, such as adjustment of controls, air distribution, and water balancing valves, mechanical repair of equipment, and other work requiring specialized

training, shall be furnished by the Contractor, at no cost to the Owner, for a period of one year, concurrent with the warranty period specified above.

1.10 SAFETY

A. General
   1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, and Contractor shall comply with all laws governing safety, specifically the "Occupational Safety and Health Standards" and the "Safety and Health Regulations for Construction", state and federal.

B. Hazardous Chemicals
   1. According to OSHA, a hazardous chemical is any chemical which is a physical hazard or a health hazard. This may include items such as paints, solvents, adhesives, sealants, cleaners, etc. If a contractor produces, uses, or stores hazardous chemicals at the workplace, then contractor shall develop, implement, and maintain a hazard communication program in compliance with latest OSHA requirements. In projects with multiple tenants in which the building is partially occupied during the project, contractor shall inform the building manager or owner, according to OSHA guidelines, of any hazardous chemicals being produced, stored, or used in the building so that other tenants may be notified. Contractor shall employ required methods of training, information, handling, ventilation, labeling, storing, disposal, and removal of hazardous chemicals.

1.11 COORDINATION

A. Each Contractor's bid shall include the necessary detail and interconnection work to coordinate his work with the work of other trades. Failure on the part of the Contractor to coordinate with all other trades resulting in interferences shall be sufficient reason to require the Contractor to replace or rebuild the work involved at no extra charge.

1.12 STORAGE OF MATERIALS

A. Each Contractor shall provide temporary storage facilities suitable for equipment stored at the job site. Storage facilities shall be rain-proof and lockable as required. Materials or equipment stored on site but not in a lockable, rain-proof storage facility shall be stored above ground or above slab. Contractor shall take necessary precautions to prevent entry of and/or damage from dirt, trash, water, or vermin. Equipment not properly stored and protected shall be, at the discretion of the Engineer, replaced at no cost to Owner. Roofs are not acceptable storage areas unless specifically allowed in writing by the Engineer.

PART 2 - PRODUCTS

2.1 SUBMITTALS

A. Provide submittal to the A/E within 45 days of commencement of the Contractor’s agreement with the Owner.

B. In addition, submit specific information on equipment, products, and principal materials specified. Indicate and provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation. Include all items mentioned by model number and/or manufacturer's name in the specifications or on the drawings, including but not limited to the following:
   1. Plumbing - Fixtures, piping systems, valves, insulation, equipment and other principal materials.

2. Fire Protection - Devices, materials and layout of system.

C. Coordinate placement of components and equipment with other contractors to determine any conflicts and assure proper clearances. Prepare and submit large scale coordinated shop drawings (minimum ¼"= 1'-0") of the central mechanical room, central electrical room and each individual electrical room. These drawings shall show to scale the actual sizes of each piece of selected mechanical, plumbing and electrical equipment along with the required clearances for maintenance or removal/replacement. Provide bottom of pipe, duct, equipment or other such vertical obstructions. Provide sections where necessary and as requested by the Engineer for clarity to describe equipment heights, piping elevations and other such clearance issues. Drawings shall be prepared on maximum 30" X 42" sheets using AutoCad® 2014 format. Submit 6 copies of the drawing sheets and a compact disk with the drawing files.

D. Requirements for submittal
   1. Each submittal shall:
      a. bear a stamp or specific written indication that Contractor has reviewed and approved all submittals prior to submission to Engineer,
      b. have all information deleted by Contractor that pertains to the means and methods of construction or to the fabrication, assembly, installation, or erection process (approval by Engineer shall not extend to these areas unless specifically noted by Engineer),
      c. be clearly marked as to which specific piece of equipment is being submitted, by use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page,
      d. be clearly marked as to which available options are being submitted that are associated with a piece of equipment, and
      e. be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable Engineer to review the proposed equipment.
   2. Omission by Contractor of any of the above requirements for submittals will subject submittal to automatic rejection without review.
   3. Any submittals received by Engineer that were not requested shall be returned without review of any kind.

E. Substitutions
   1. Reference Section 01 60 00.
   2. In Addition, no substitution is allowable without Engineer's written approval ten days prior to bid due date (unless otherwise allowed by Engineer) unless the manufacturer is listed on the Drawings or in the specifications as being a pre-approved alternative manufacturer. Any submittal received without such written approval or prior approval is subject to unqualified rejection.
   3. Contractor's responsibility shall be to verify that submitted substitute equipment will fit in the space available. The Contractor's submittal for acceptance of the substitute shall include a written statement of whether or not such acceptance would require any subsequent or associated changes to the drawings or specifications. Any such changes shall be described in writing, briefly but completely.
   4. The Contractor shall be responsible for the cost of any such modifications due to substitution of materials or equipment for that which was specified or scheduled. The cost shall be complete, that is, it shall include the costs affect on any and all other trades.
   5. The Engineer may request shop drawings of mechanical rooms or systems of the substituted equipment.

F. Installation Instructions
   1. For certain products or systems as identified in subsequent specification sections, the Contractor shall, as required, provide copies of manufacturer's installation instructions with the submittal. When required as such, the installation instructions are considered part of the submittal and their omission may result in automatic rejection of the submittal. Where more than one identical devices are scheduled, only one set of installation instructions needs to be submitted, e.g. if seven five-ton split system air conditioners are

scheduled, only one five-ton unit installation instructions needs to be submitted. Similarly, if one set of installation instructions is identified by the manufacturer and on the instructions to be applicable to more than one type or size of devices, e.g. if one set of air conditioner instructions is good for three, four, and five-ton units, then only one instruction set is required for those devices.

2.2 MATERIALS

A. All materials shall be new and of the quality specified. Materials shall be free from defects. Where manufacturers' names are mentioned in these specifications or on the plans, it has been done in order to establish a standard of quality and construction.

B. Contractor will be responsible for transportation of his materials to and on the job, and will be responsible for the storage and protection of his materials and work until the final acceptance of the job. At the end of each work day, each Contractor is responsible for covering or protecting his work or materials that may be susceptible to damage even if such damage is the result of unforeseen causes, e.g. an overnight thunderstorm. Failure to do so will be sufficient cause for rejection of any item in question, and any such item shall be replaced at Contractor's expense.

C. Contractor shall verify that all pieces of equipment will fit through available openings in building and that all equipment can be installed without modification of building structure.

2.3 LABELING

A. Each device for which an independent testing authority has established a standard shall have affixed a label indicating its compliance and listing. Such independent testing authorities shall include, but not be limited to, the following:

A.D.C.	Air Diffusion Council
A.G.A.	American Gas Association
A.M.C.A.	Air Movement and Control Association
A.N.S.I.	American National Standards Institute
A.R.I.	Air-Conditioning and Refrigeration Institute
A.S.H.R.A.E.	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.P.E.	American Society of Plumbing Engineers
A.S.S.E.	American Society of Sanitary Engineers
A.S.T.M.	American Society for Testing and Materials
A.W.W.A.	American Water Works Association
C.T.I.	Cooling Tower Institute
F.M.	Factory Mutual
I.A.P.M.O.	International Association of Plumbing and Mechanical Officials
I.C.B.O.	International Conference of Building Officials
M.S.S.	Manufacturers Standardization Society of the Valve and Fittings Industry
N.A.P.H.C.C.	National Association of Plumbing, Heating, Cooling Contractors
N.B.S.	National Bureau of Standards
N.E.B.B.	National Environmental Balancing Bureau
N.E.C.	National Electric Code
N.E.M.A.	National Electrical Manufacturers Association
N.F.P.A.	National Fire Protection Association
N.R.C.A.	National Roofing Contractors Association
N.S.F.	National Sanitation Foundation
P.D.I.	Plumbing and Drainage Institute
S.B.C.C.I.	Southern Building Code Congress International
S.M.A.C.N.A.	Sheet Metal and Air Conditioning Contractors' National Association
T.I.M.A.	Thermal Insulation Manufacturers Association

U.L. Underwriters Laboratory

2.4 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Contractor shall prepare and provide four copies of operating and maintenance manuals. Contractor shall deliver these four bound sets to the Engineer for approval. Each manual shall be in a ring binder and shall be indexed with dividers for each section. Delivery of required documents is a condition of final acceptance.

B. Each manual shall contain at least the following:
   1. Certificates of acceptance from inspecting authorities,
   2. Waiver of all liens,
   3. For each piece of equipment:
      a. operating and safety instructions, service manuals, and parts lists applicable to each item of equipment furnished (Contractor shall clearly distinguish in the manual between information that pertains to the particular equipment and information which does not.),
      b. nameplate data and design parameters for equipment,
      c. name, phone number, and address of vendor, manufacturer's representative, and warrantee provider,
      d. start-up report, if applicable,
   4. copies of all shop drawings and as-built drawings (as-built drawings shall be on a reproducible vellum as produced by a xerox or photographic process),
   5. copies of all approved submittals,
   6. warranties with start dates and end dates for each piece of equipment and/or for each system (warranties shall begin on date of substantial completion and acceptance by Owner),
   7. names, phone numbers and addresses of all subcontractors, vendors, manufacturer's representatives, and warrantee providers,
   8. certification letter from each Contractor that each system furnished and installed by that Contractor and/or Subcontractors is started-up, balanced, adjusted and checked for proper operation in accordance with the intent of the contract documents, and
   9. acceptance letter from each Contractor with blanks for date of acceptance and date of expiration of warranties and guarantees.

2.5 TAGGING

A. Equipment to be Tagged: Each major piece of equipment discussed in the specifications or scheduled on the drawings shall have affixed a tag showing the name or function of that piece. The list of equipment to receive tags shall include, but not be limited to, the following:
   1. valves,
      a. tag shall indicate function such as "domestic cold water shut-off", "domestic hot water shut-off", "chilled water shut-off", etc.,
      b. tag may be attached with brass chain,
      c. exceptions that need no tag:
         (1) shut-off valves near to and serving only one device such as a plumbing fixture,
         (2) isolation valves located at or near the device being isolated,
   2. All piping shall be identified as specified elsewhere in these documents.
   3. All major pieces of equipment.
   4. Items which have no unique name, such as air devices, plumbing fixtures, lights, etc., need not have tags.

B. Tags
   1. Material - Tags shall be engraved plastic, brass, or anodized aluminum. Surface mounted tags shall have pressure sensitive adhesive backing. Tags for outdoor use shall be mounted with brass screws.

2. Lettering - Characters shall be minimum 1/4" in height and shall be of a contrasting color to the tag.
3. Installation - Surface mounted tags with adhesive backs shall be applied only to clean, dry surfaces. Adhesive tags shall not be applied to surfaces that are subject to condensation or excessive heat.

C. Alternatives
1. For larger equipment such as large air handlers, switchgear, etc., the use of manufactured stencils (2 inch characters) and spray paint (in contrasting color to equipment) is an acceptable alternative.
2. Individual adhesive letters are not acceptable.
3. Other alternatives are acceptable only by submitting samples or manufacturer's literature to Engineer and receiving written permission.

PART 3 - EXECUTION

3.1 WORKMANSHIP

A. The workmanship shall, in all respects, be of the highest grade, and all construction shall be done according to the best practices of the trade. Piping, ducting and conduit shall be concealed unless otherwise noted, and installed square to the building lines. Any work not meeting this requirement shall be replaced or rebuilt without extra expense to the Owner.

3.2 INTERIM CLEANING

A. The Contractor shall maintain the work area in a clean condition during the course of the work. All debris, scrap and surplus material shall be removed from the work area on a periodic basis with a minimum of at least once per day.

B. All stored material shall be support above floor level and be protected from becoming damaged or dirty.

C. All installed material shall have open ends closed and protected from entrance of foreign material during construction.

D. Prior to enclosing an area such as a ceiling or chase wall, the installed material and surrounding area shall be thoroughly cleaned. After removing loose material, the area shall be vacuum cleaned or blown out with a portable blower to remove dust from surfaces.

3.3 CUTTING, PATCHING, AND PENETRATIONS

A. No joists, beams, girders, columns, slabs, or other structural elements shall be cut, drilled, or altered in any way by the Contractor without first obtaining written permission and instructions from the Engineer.

B. Where cutting any non-structural element(s) of walls, floors or ceilings is necessary to permit the installation of any work under this contract, or to repair any defects that may appear up to the expiration of the guarantee, such cutting shall be done by Contractor with as little damage as reasonably possible to the element being cut, to adjacent elements, or to the work of other trades.

C. After the necessary work has been completed, the damage shall be repaired by the Contractor, who shall pay all costs of such cutting and patching. All patching or sealing of cuts, penetrations, etc., including final appearance of same, shall be done to the approval of the Engineer. In absence of specific finish instructions, provide finish to match adjacent surfaces.

D. Where a penetration or cutting of a ceiling, wall, or other building membrane is required or made, each such penetration or cut shall be made neatly with a cutting tool such as a saw, sharp knife, etc., and not with an impact tool such as a hammer, screwdriver, wrench, crowbar, etc. Each such penetration or cut shall be no larger than reasonably necessary, and penetrations in occupied or publicly accessible spaces shall have a chrome-plated escutcheon installed large enough to cover the entire opening.

E. Where a penetration is made in a fire-rated building assembly (wall, floor, ceiling, floor-ceiling, roof-ceiling, etc.) or in a membrane of a fire-rated assembly, and no specific firestopping assembly is shown on Drawings, Contractor shall provide and install a firestopping assembly or product as listed in the latest edition of U.L. Fire Resistance Directory. Firestopping assembly or product shall be appropriate for the size and material of the penetrating element, for the penetrated building element, for the presence or lack of insulation, for the size of the annulus around the penetrating element, etc.. Contractor shall include firestopping assembly or product in submittals. Contractor shall review and verify fire-ratings of building assemblies as shown on Architectural plans. Lack of knowledge of a fire-rating of an building assembly shall not relieve Contractor of requirement to install firestopping.

3.4 EQUIPMENT AND PIPING SUPPORTS

A. All supporting systems for piping, equipment, and materials supported by the building structure shall be submitted to the Engineer for approval prior to purchase and installation.

B. Provide 3-1/2” (minimum, or as called out elsewhere) high concrete house keeping pads for all floor mounted equipment piping. Pad shall have chamfered edges and be painted to match the floor.

3.5 ACCESSIBILITY

A. Access Panels
   1. Access panels shall be provided wherever necessary for possible future replacement, adjustment, or maintenance of operating devices such as machinery, valves, dampers, switches, relays, etc., or to other critical non-operating devices such as pull boxes, inspection parts, gauges, etc. Such access panels shall be provided and installed by Contractor, whether or not shown on drawings, and shall be brought to the attention of Engineer for his approval of type, color, etc. Where access is provided in rated members, the access panels shall be of a type that maintains the integrity of the member penetrated.

B. Access to Equipment
   1. All pipes, tubing, conduit, etc., including, but not limited to, chilled water and heating water piping, domestic cold water and hot water piping, fire sprinkler piping, waste and vent piping, drain piping of any type, electrical conduit, wiring not in conduit, and pneumatic control tubing shall be installed in such a way so as not to prevent and/or not to make unreasonably difficult the removal, operation, use, or maintenance of equipment, access panels or doors, pathways (especially in attics or crawl spaces), observation ports, measurement or balancing devices, junction boxes, etc.. If access for these purposes is prevented or made unreasonably difficult in the opinion of the Engineer, then the Contractor shall make modifications or repairs at no cost to anyone except the Contractor. Such modifications or repairs shall be considered neither complete nor adequate until the Engineer are satisfied that access for the above purposes is achieved.

3.6 FIELD REPORTS

A. The Contractor shall be required to respond all deficiency items noted in Field, Site Visit, Punch List and other such reports provided by the A/E. The response shall address each

deficiency item in the same order as the report with annotations as to what was done to remedy the deficiency, who performed the work and when it was done.

3.7 OPERATING TESTS

A. General
   1. After all mechanical and electrical systems have been completed and put into operation, Contractor shall subject each system to an operating test under design conditions to ensure proper sequence and operation throughout the range of operation. All associated costs of such tests, including labor, fuel, apparatuses, piping, etc., shall be borne by the Contractor.
   2. Contractor shall make adjustments as required to ensure proper functioning of all systems. Special tests on individual systems are specified under individual sections. The Contractor shall return to the project during the first year and in the opposite season from which the system was initially operated and shall check the proper operation of the mechanical and electrical systems. Contractor shall perform any adjustments or corrective procedures required for the proper operation of all systems.

B. Notification
   1. Contractor shall give the Engineer seven days' prior notification of any test so that the Engineer will have time to be present if he so desires.

C. Reports
   1. After each test is performed, the Contractor who performed the test shall prepare and issue a report to include the following information:

      a. Project name and location, date of the report,
      b. Contractor's name, address, and telephone number; if the Contractor performing the test is a Subcontractor, indicate also for whom the test is being performed, their name, address, telephone number, and a contact person's name,
      c. the date, or range of dates, of the test,
      d. the name of the Contractor's employee who was responsible for performing or for overseeing the performing of the test,
      e. a brief description of the system being tested,
      f. a brief description of the testing procedure,
      g. a summary of the test result(s),
      h. a brief assertion that the system was tested as stated and that the system complied with the requirements of the contract documents or those of the Authority Having Jurisdiction, whichever is the most stringent, and
      i. a hand-written date and signature of someone who has authority or responsibility from the company that performed test(s), and a hand-written brief note stating that the above information is true and accurate.
   2. If the tested system is tested in parts, then one report may be made after the last part is tested.
   3. The report shall be issued to the Engineer within five working days after the test is completed.
   4. Such reports shall be required of all mechanical or electrical systems which require tests for pressure, water tightness, flow, resistance, or conductivity.

D. Services of a Manufacturer's Representative
   1. Reports: For all major systems or equipment required by subsequent specifications sections to have tests or inspections by a manufacturer's representative, the manufacturer's representative shall prepare a written report to be sent to the Engineer for subsequent distribution to the Engineer, Owner, General Contractor, and to whomever else the Engineer deems necessary. The report shall include at least the following:
      a. date of the visit, name and title of the representative, name and location of the project,

b. name and title of any observers,
c. a brief description of the equipment being inspected and/or tested,
d. a brief discussion of the quality of the installation including any important items (in the manufacturer's experience) that were done correctly, as well as any items that were done incorrectly or not to recommendations,
e. a list of tests and/or inspections performed and the results of same, and
f. a brief statement of whether the installation conforms to manufacturer's recommendations and/or requirements, and if not what is required to bring the installation into conformance.

2. Deficiencies and Defects
   a. Contractor shall be responsible for providing all labor and materials, at no cost to anyone except Contractor, to correct any deficiencies or defects reported by manufacturer's representative.
   b. If, in the opinion of the manufacturer's representative, the deficiencies and defects are sufficiently serious, then Contractor shall arrange for, and bear all costs of, another inspection by manufacturer's representative after corrective measures have been taken.
3. The above process shall continue until the manufacturer's representative approves the installation.

3.8 INSTRUCTIONS FOR OWNER

A. Contractor shall instruct the Owner's operating personnel in the operation and maintenance of all mechanical equipment. Contractor shall furnish any special servicing tools required for maintenance.

3.9 DEMONSTRATION

A. Contractor shall conduct a demonstration of the installation upon completion of the work. Prior to this, all work shall have been completed, tested, balanced, and placed in operation. Qualified persons must be present at demonstration to operate all systems and prove the performance of the equipment. The schedule for this demonstration shall be coordinated with the Engineer.

3.10 CLEANUP

A. At substantial completion of the project, thoroughly clean all equipment and systems of all dirt, debris and foreign material.

B. This shall include cleaning coils and fans inside of air handlers, cleaning the interior of duct systems and wiping down the interior of all electrical equipment.

END OF SECTION

SECTION 22 05 05

PIPES, FITTINGS AND VALVES FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SCOPE

A. Section Includes: Pipe and pipe fittings for the following systems:
1. Domestic water piping within 5 feet of building
2. Sanitary sewer piping within 5 feet of building
3. Valves
4. Water hammer arrestors
5. Escutcheons
6. Unions and flanges
7. Identification

1.2 REFERENCES

A. Codes: Provide plumbing piping systems laid out and installed in accordance with the local plumbing codes.

B. Standards: Where national or industry standards are referenced, provide materials and equipment certified by the manufacturer to be in conformance with latest issue of such national standards. Conform to the following standards:

1. American National Standards Institute (ANSI):
   a. A112.21.1M Floor Drains
   b. A112.21.2M Roof Drains
   c. A112.36.2 Cleanouts
   d. B16.12 Cast Iron Threaded Drainage Fittings
   e. B16.18 Cast Copper Alloy Solder Joint Pressure Fittings
   f. B16.22 Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
   g. B16.23 Cast Copper Alloy Solder Joint Drainage Fittings
   h. B16.29 Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings
   i. B16.32 Cast Copper Alloy Solder Joint Fittings for Solvent Drainage Systems
   j. B31.3 Chemical Plant and Petroleum Refinery Piping,
2. American Society for Testing and Materials (ASTM):
   a. A 47 Standard Specification for Ferritic Malleable Iron Castings
   b. A 53 Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded Seamless
   c. A 74 Standard Specification for Cast Iron Soil Pipe Fittings
   d. A 183 Standard Specification for Carbon Steel Track Bolts and Nuts
   e. A 216/A 216M Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding for High-Temperature Service
   f. A 276 Standard Specification for Stainless and Heat-Resisting Steel Bars and Shapes
   g. A 307 Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
   h. A 536 Standard Specifications for Ductile Iron Castings
   i. B 32 Standard Specification for Solder Metal

j. B 43 Standard Specification for Seamless Red Brass Pipe, Standard Sizes
k. B 61 Standard Specification for Steam or Valve Bronze Castings
l. B 62 Standard Specification for Composition Bronze or Ounce Metal Castings
m. B 75 Standard Specification for Seamless Copper Tube
n. B 88 Standard Specification for Seamless Copper Water Tube
o. B 306 Standard Specification for Copper Drainage Tube (DWV)
p. B 584 Standard Specification for Copper Alloy Sand Castings for General Applications
q. C 62 Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale)
r. C 478 Standard Specification for Precast Reinforced Concrete Manhole Sections
s. C 564 Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings
t. D 1785 Standard Specification for PVC Plastic Pipe, SCH 40, 80, and 120
u. D 2000 Standard Classification System for Rubber Products in Automotive Applications
v. D 2467 Standard Specification for PVC Plastic Pipe Fittings

3. American Water Works Association (AWWA):
   a. C111/A21.11 Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings
   b. C110/A21.10 Ductile-Iron and Gray-Iron Fittings, 3 in. Through 48 in., for Water and Other Liquids
   c. C606 Grooved and Shouldered Joints
4. Cast Iron Soil Pipe Institute (CISPI):
   a. 301 Hubless Cast-Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications
   b. 310 Patented Joint for Use in Connection with Hubless Cast-Iron Sanitary System
5. Federal Specifications (FS):
   a. RR-F-621 Frames, Covers, Gratings, Steps, Sump and Catch Basin, Manhole
6. Manufacturers Standardization Society of the Valve and Fittings Industry, Inc. (MSS):
   a. SP 70 Cast Iron Gate Valves, Flanged and Threaded Ends
   b. SP 71 Cast Iron Swing Check Valves, Flanged and Threaded Ends
   c. SP 80 Bronze Gate, Globe, Angle and Check Valves
   d. SP 84 Steel Valves - Socket Welding and Threaded Ends
   e. SP 85 Cast Iron Globe and Angle Valves Flanged and Threaded Ends
7. Plumbing and Drainage Institute (PDI):
   a. G101 Testing and Rating Procedure for Grease Interceptors
   b. WH201 Water Hammer Arrestors

1.3 SUBMITTAL

A. Manufacturer's Data: Submit standard manufacturer's published product literature for materials and equipment proposed for use under this Contract, including the following items:
   1. Fixtures – all types
   2. Soil pipe and fittings.
   3. Domestic water pipe and fittings.
   4. Drainage piping and fittings.
   5. Jointing methods and materials for all piping systems.
   6. Valves - all types.

7. Traps - all types.
8. Water hammer arrestors.
9. Access panels.
10. Identification products
11. Hanger and support products

1.4 DELIVERY, STORAGE AND HANDLING

A. Furnish piping with temporary inlet and outlet caps until installation.

B. Store materials material in dry location elevated above floor and protected from entry of debris, dirt and mud

PART 2 - PRODUCTS

2.1 GENERAL

A. Piping materials shall be in conformance with details shown on the Drawings or as specified in the Pipe Specifications in this Section. Valves shall be as specified or approved equivalents. Unless otherwise specified, valve packing shall be the manufacturer's standard for the intended service.

B. Close or butt nipples and bushings are not permitted.

C. Pipe size changes shall be made with bell reducers.

D. Bullhead or splitter tees are not permitted.

2.2 PIPING MATERIALS

A. Domestic Water
1. General - No water piping shall be smaller than 3/4" except at points of connections to individual fixtures or if shown otherwise.
2. Type "L" hard drawn copper pipe with solder type wrought copper joined with 95/5 solder or Pro-Press fittings.

B. Condensate Drain - Type M hard copper with solder type wrought copper or Pro-Press fittings.

C. Sanitary, Waste, Drain, Vent And Storm Drain Piping

1. Soil Pipe Above Ground:

a. 3 inch diameter and larger: Standard weight cast iron pipe with cast iron hubless pipe and fittings with CISPI 301 fittings and CISPI 310 coupling joints.
b. 2-1/2 Inches and Smaller: Cast iron or copper waste lines.
(1) Do not use copper for urinals.
c. Provide cast iron hubless pipe and fittings conforming to CISPI 301 with CISPI 310 coupling joints.
d. Provide ASTM B 306 copper tubing with ANSI B16.23, ANSI B16.29 or ANSI B16.32 solder joint fittings using ASTM B 32 lead free solder.

2. Soil Pipe, Below Surface:
a. Schedule 40 PVC (solid wall pipe) ASTM D1785 with solvent joint DWV fittings. Foam Core pipe is unacceptable.
b. Any drainage fixture that may accept hot fluid greater than 130 degrees F. shall be cast iron for the first 10'-0" beyond the inlet. This includes drainage fixtures for steam condensate, water heater and boiler temperature or pressure reliefs and circulating

heating (hydronic) water relief valves.

2.3 VALVES

A. General
   1. All valves installed in pipes that are to receive insulation shall have provisions to accommodate the insulation, such as extended length bonnets or handles, without compromising the insulation in anyway (such as reducing its thickness, compressing it, etc.).

B. Plumbing
   1. Shut-off - Apollo, Hammond, Jomar, Nibco, Watts, or approved equivalent
      a. Up through 2" - Ball valve, two-piece brass body, chrome-plated ball with brass stem, threaded connections, full port, Apollo 77-100, Hammond 8301, Jomar T-100, Nibco T-585-70, Watts B-6080
      b. 3” through 4" - Ball valve, brass body, full port, chrome-plated ball with brass stem, Fed. Spec. WWV-35B, Jomar T-100-711 or approved equivalent
   2. Check
      a. Up through 2" - in-line, spring loaded, bronze body, threaded with thread-to-sweat adapter, Nibco T-480-Y, Watts 600
      b. 2-1/2” and up - spring loaded wafer check, iron body, bronze mounted, flanged ends, aluminum bronze disc, EPDM seats, stainless steel spring and hinge pin, Stockham WG-970, Nibco W-920-W

2.4 WATER HAMMER ARRESTORS

A. Provide water hammer arrestors that are listed and in compliance with Plumbing & Drainage Institute Standard PDI-WH 201, latest edition.

2.5 ESCUTCHEON PLATES

A. Contractor shall provide and install escutcheons around all pipes passing through walls, ceilings, cabinets, and floors in finished areas. Escutcheon shall be chrome-plated cast brass with set screw.

B. Caulk escutcheons to surface with appropriate material of a color to match surface finish.

2.6 UNIONS

A. Contractor shall provide and install unions for piping connections on each side of all equipment, control valves and at other points where shown on the Drawings. Unions shall be flanged or 150 pound malleable iron with ground bronze seat. Dielectric unions shall isolate dissimilar metals (e.g., copper and ferrous piping) and shall be equal or equivalent to WATTS Series 3000. All valves with threaded connections, regardless of size, shall have as a minimum one union near to one size of the valve.

2.7 IDENTIFICATION AND DETECTION

A. Above Ground
   1. General - Pipes to be identified shall include domestic cold, hot water supply and return, and HVAC heating water. Indicate flow direction at each marker.
   2. Pipes shall be identified by marker bands that conform to ANSI A13.1-1981 requirements as to color of background and characters, and to character size and marker length as shown below:

Fits Pipe O.D., in.	3/4” to 1”	1-1/8” to 2-3/8”	2-1/2” to 3-1/4”	3-3/8” to 4-1/2”	4-5/8” to 7-7/8”	8” to 10”
Letter Height	½”	¾”	1-1/4”	1-1/4”	1-1/4”	2-1/2”
Length of Color Field, in.	8”	8”	12”	12”	12”	24”

*O.D. includes insulation

a. Markers shall have arrows indicating direction of flow. Markers shall have integral ultraviolet inhibitors.
b. Pipe O.D. Less Than 6 Inches
c. Markers shall be one-piece wrap-around snap-on type of the correct size to grip the pipe (or insulation) firmly enough to prevent slippage, even when installed on a vertical pipe. Product shall be Seton "Setmark" type SNA, Bradysnap-on B-915, or approved equal.
d. Pipe O.D. 6 Inches or More
e. Markers shall be preformed to fit the pipe size, and they shall be secured by stainless steel spring fasteners. Marker and spring fasteners shall be of correct size to grip pipe firmly without slippage even when installed on a vertical pipe, but not so tight as to cut through vapor barrier or service jacket. Product shall be Seton "Setmark" type STR or approved equal.
f. Installation
   (1) Markers shall be installed not more than 20 feet apart, on both sides of a wall where a pipe penetrates (unless underground), at least once in every room, and at every tee connection other than direct equipment connections.

PART 3 - EXECUTION

3.1 FABRICATION AND INSTALLATION OF PIPING

A. General
1. All piping systems shall be kept clean during all phases of the work. Once fabrication has started on any length of pipe, the open ends of piping shall be kept plugged or capped when erection is not in progress to prevent the entry of dirt and other foreign material. The ends of spare lines shall be left capped or blind flanged when erection has been completed.
2. Reports for operating tests, as described herein, shall be prepared and issued in conformance with the requirements of Section 22 01 00. Similar reports shall additionally be prepared and issued for procedures of cleaning, flushing, chemical treatment, and disinfection, on any system including, but not limited to, domestic water lines, gas lines, and circulating water systems.
3. Piping systems shall be fabricated and installed in accordance with ANSI B31.1. The sizes, locations and slopes shall be as shown on the Drawings or as required by this Specification.
4. All piping systems that are not concealed, covered with insulation or otherwise exposed to view either inside or outside of the building shall be painted in accordance with the architectural painting specifications.

B. Threaded Systems
1. Burrs shall be removed from mating threads in threaded piping before assembly. Pipe shall be reamed to the nominal inside diameter after cutting. Inner surfaces of all pipes, valves,

and fittings shall be smooth, clean and free from metal chips, sand, debris and dirt when erected.
2. All joints in threaded piping systems shall be made with Teflon Tape or joint sealant of the non-toxic type. Tape or sealant shall be applied to male threads only.

C. Soldered Systems
1. In general, soldered piping systems shall conform to IAPMO Standard IS-3-89.
2. Copper tubing shall be accurately measured to reach all the way into each socket without being too long so as to cause strain on the system.
3. Copper tubing shall be cut square using a wheel cutter only.
4. After cutting, both inside and outside of copper tubing shall be thoroughly reamed to remove burrs using a cone type deburring tool so that interior bore of piping is completely smooth without ridge.
5. The outside of copper tubing and the inside of each socket shall be cleaned by lightly abrading with a sand cloth, abrasive pads, or properly sized fitting brush.
6. Oxides shall be removed from the cleaned surfaces by applying a thin, even coating of flux that is compatible with the solder.
7. Fitting shall be preassembled and excess flux shall be removed.
8. Heat shall be applied to the fitting and precautions shall be taken to protect adjacent combustible materials from scorching or ignition. A protective device such as Flame-Gard by Atlanta Special Products or equivalent shall be employed where needed. A flame shall not be directed into the fitting socket.
9. When fitting is hot enough, solder shall be applied beginning slightly off-center at the bottom of the joint and then across the bottom and up to the top center. Then returning to the beginning, solder shall be applied overlapping the starting point and up the uncompleted side to the top, overlapping again.
10. Joint shall be allowed to cool naturally. Shock cooling by immersion in water or otherwise in not permitted.

D. Mechanical Joint Systems in Metallic Pipe
1. Pipe shall be prepared in accordance with manufacturers written instructions. Cutting and/or grooving tools shall be used as provided by the manufacturer of the fittings.
2. Pipe shall be sufficiently free of indentations, projections, grooves, weld seams, or roll marks on the exterior over the entire gasket seating area to ensure a leak-tight seal.
3. Gaskets shall be checked to verify that they are suited for the intended service.
4. Lubrication shall always be applied to the gasket exterior including the lips and/or pipe ends and housing interiors to prevent pinching of the gasket.
5. Fitting shall be applied without pinching, twisting, or otherwise deforming the gasket, and the retaining bolts shall be tightened down to manufacturer's recommended torques.
6. Contractor shall support and anchor mechanical joint piping systems in accordance with manufacturer's instructions.

3.2 VALVES

A. Valves, accessories and equipment shall be installed as shown on the Drawings. Install valves with stems upright or horizontal, not inverted.

B. Locations of valves as shown on Drawings are approximate. Each valve shall be installed so that adjacent piping or equipment will not interfere with:
1. access to and operation of the valve operating mechanism, or
2. access to and use of auxiliary devices such as pressure and/or temperature ports.

C. Valves shall receive identification tags.

3.3 WATER HAMMER ARRESTORS

A. Install in compliance with Standard PDI-WH 201.

B. Provide water hammer arrestors as shown on the drawings and where necessary to stop water hammering of domestic water lines from fast closing valves.

C. Provide isolation ball valve at each water hammer arrestor.

3.4 GAUGES

A. Unless shown otherwise, gauges shall be installed complete with 1/4" ball type isolation valve (as required) and 1/4" NPT brass tubing.

3.5 ACCESSIBILITY

A. Contractor shall provide and install access panels where required by Codes or for easy access to any above floor service such as valves which may normally require maintenance. Access panel shall be submitted to Architect for approval, but in general, the panel shall be square, either stainless steel, chrome-plated bronze, or prime coated as preferred by Architect, large enough to permit service of the device, either flush or face-of-wall mounting as preferred by Architect, with anchoring method appropriate for the wall into which it is to be installed, and secured with vandal-proof screws. Product shall be Jay R. Smith 4730 or 4735, Karp Type DSC, or approved equivalent.

3.6 TESTING AND ADJUSTING

A. General
   1. No plumbing or drainage system or building sewer shall be covered or put into use until it has been tested, inspected, and accepted as prescribed by Code or herein.
   2. Administrative Authority
      a. The Contractor doing the work is responsible for determining who the Administrative Authority is for his work and for obtaining permits and for arranging required tests and inspections. Before requesting observation of a test by anyone, that the system will pass the prescribed test(s). Notify the General Contractor and the Architect that the preliminary tests have been performed, that system passed the tests, and that Contractor is ready to notify Administrative Authority. Architect shall have the authority to require that the test(s) be replicated in the presence of himself and/or the Engineer. Contractor shall receive Architect's approval before notifying Administrative Authority of readiness for testing.
      b. Notify Administrative Authority that work is ready for inspection. Contractor shall notify Architect as to date and time of test(s) so that he and/or Engineer may be present if needed.
      c. The above process shall be continued until the system is approved by the Administrative Authority.
   3. Costs
      a. Any equipment, material, and/or labor necessary for tests or inspections shall be furnished by the Contractor as part of this Contract at no cost to anyone else but the Contractor.
      b. Any required repairs, corrections, or modifications, including equipment, materials, and/or labor, shall be provided or performed by the Contractor at no cost to anyone else but the Contractor.
   4. Prepare and provide reports per "OPERATING TESTS" in Specifications Section 15010.

B. DOMESTIC WATER

1. Leak Testing
    a. Test domestic water system, including cold water and hot water supply and return piping for leaks as follows:
        (1) Cap all piping at final connections to fixtures and equipment.
        (2) Test hydrostatically at a pressure of 150 psig maintained for 6 hours.
        (3) If, after test duration period, a drop of more than 3 psig is observed, make required corrections to defective portions of the system and repeat test procedure until system is proved tight.
        (4) Remove caps from piping and make final connections to fixtures and equipment.
        (5) Visually inspect connections to fixtures and equipment for a period of 12 hours when entire system is put into operation at line pressure and make any necessary repairs.
2. Cleaning and Disinfecting
    a. Thoroughly flush cold and hot domestic water piping with water to remove all foreign particles.
    b. Sterilize the lines by filling the system with a solution of chlorine containing 50 ppm of chlorine. Solution shall be made from pure calcium hypochlorite with no trace elements or compounds. The solution shall stay in the line for a minimum period of 24 hours during which time each valve shall be opened and closed several times in order that all parts of the valve shall be in contact with the solution.
    c. After the sterilization period, drain, thoroughly flush the system with clean potable water, and perform potability tests as described.
3. Potability Testing
    a. After disinfecting and flushing the system, perform, or have performed, tests as described below.
        (1) On-Site Chemical Testing
            (a) Obtain chlorine test kits, each of which shall consist of a container for the sample, a color-forming reagent, and a color comparison chart. Kit shall be Hach Colormetric, Chemetrics 'CHEMets', or equivalent.
            (b) At each water outlet, including but not necessarily limited to, sinks, lavatories, drinking fountains, water coolers, hose bibbs, showers, and hydrants, where a person could drink from or be exposed to domestic water, perform an on-site chlorine test using the test apparatus described above. At each test location, chlorine level shall indicate to be 0.2 ppm or less or, alternatively, no greater than the incoming chlorine concentration from the water utility.
        (2) Laboratory Biological Tests
            (a) Obtain a 'WATER BACTERIOLOGY' testing kit from the State Health Department Laboratory. Water testing kit consists of a plastic sample bag, a sodium thiosulfate tablet inside the bag, and a set of printed instructions.
            (b) Follow the printed instructions which generally tell where and how to take the sample, how to treat the sample, and what to do with the sample. Send or take the sample per instructions to the nearest State approved laboratory. NOTE: Sample must be received by the laboratory within 30 hours of the time the sample was taken or the results will be unsuitable for analysis. In such an event, repeat the procedure until a suitable sample is received by the

laboratory.

4. Tags
   a. Remove 'nonpotable' tags on plumbing fixtures (that were installed earlier in the project) but only after water system is subjected to disinfection procedures and passes tests described above.
5. Reports
   a. Prepare and provide written reports and/or test results at each stage of testing as described above.

C. HOT WATER RETURN
1. Balance domestic hot water return system so that hot water is readily available at all fixtures and equipment and that flow is assured and demonstrable at the end of each circulating line.

END OF SECTION

SECTION 22 05 29

HANGERS AND SUPPORTS FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Pipe hangers and supports.
2. Hanger rods.
3. Formed steel channel.
4. Firestopping relating to Plumbing work.
5. Firestopping accessories.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
1. ASME B31.1 - Power Piping.
2. ASME B31.5 - Refrigeration Piping.
3. ASME B31.9 - Building Services Piping.

B. ASTM International:
1. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
2. ASTM E119 - Method for Fire Tests of Building Construction and Materials.
3. ASTM E814 - Test Method of Fire Tests of Through Penetration Firestops.
4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
5. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.

C. American Welding Society:
1. AWS D1.1 - Structural Welding Code - Steel.

D. FM Global:
1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.

E. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

F. Underwriters Laboratories Inc.:
1. UL 263 - Fire Tests of Building Construction and Materials.
2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
3. UL 1479 - Fire Tests of Through-Penetration Firestops.
4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.
5. UL - Fire Resistance Directory.

G. Intertek Testing Services (Warnock Hersey Listed):
   1. WH - Certification Listings.

1.3 DEFINITIONS

A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction. Install in strict accordance with manufacturers listing instructions.

1.4 SUBMITTALS

A. Shop Drawings: Indicate system layout with location including critical dimensions, sizes, and pipe hanger and support locations and detail of trapeze hangers.

B. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
   2. Firestopping: Submit data on product characteristics, performance and limitation criteria.

C. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.

D. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers. Indicate calculations used to determine load carrying capacity of trapeze, multiple pipe, and riser support hangers.

E. Manufacturer's Installation Instructions:
   1. Hangers and Supports: Submit special procedures and assembly of components.
   2. Firestopping: Submit preparation and installation instructions.

F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

G. Engineering Judgments: For conditions not covered by UL or WH listed designs, submit judgments by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting code fire protection requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.

B. Protect from weather and construction traffic, dirt, water, chemical, and damage, by storing in original packaging.

1.6 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Manufacturers:
1. Carpenter & Paterson Inc.
2. Creative Systems Inc.
3. Flex-Weld, Inc.
4. Globe Pipe Hanger Products Inc.
5. Michigan Hanger Co.
6. Superior Valve Co.
7. Fee and Mason.
8. B-Line.
9. Grinnell
10. Portable Pipe Hanger

B. Piping:
1. Conform to ASME B31.9.
2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron or Carbon steel, adjustable swivel, split ring.
3. Hangers for Hot Pipe Sizes 2 to 4 inches: Carbon steel, adjustable, clevis.
4. Hangers for Hot Pipe Sizes 6 inches and Larger: Adjustable steel yoke, cast iron roll, double hanger.
5. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
6. Multiple or Trapeze Hangers for Hot Pipe Sizes 6 inches and Larger: Steel channels with welded spacers and hanger rods, cast iron roll.
7. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hooks.
8. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp.
9. Wall Support for Hot Pipe Sizes 6 inches and Larger: Welded steel bracket and wrought steel clamp with adjustable steel yoke and cast iron roll.
10. Vertical Support: Steel riser clamp.
11. Roof Support for Pipe Sizes 2 inches and Smaller: Polypropylene (UV Stabilized) Pad type support with adjustable height hot dipped galvanized formed steel channel support. Portable Pipe Hanger SS8-C or similar. Secure pad to roof with mastic compatible with roofing system (verify with roof material supplier). Clamp piping to channel.
12. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
13. Copper Pipe Support: Copper-plated, carbon steel ring.

2.2 ACCESSORIES

A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

B. Insulated piping: Reference insulation specifications.

2.3 FORMED STEEL CHANNEL

A. Manufacturers:

1. Allied Tube & Conduit Corp.
2. B-Line Systems
3. Midland Ross Corporation, Electrical Products Division.
4. Unistrut Corp.
5. Powerstrut
6. Kindorf

B. Product Description: 12 gage thick steel, pre-galvanized prior to roll forming, G90 zinc weight conforming to ASTM A653. With holes 1-1/2 inches on center.

C. All channels, bolts, nuts, washers, rods and other fittings used on fabrications exterior to the building shall be hot-dipped galvanized finish – ASTM A123 or A153.

2.4 FIRESTOPPING

A. Manufacturers:
1. Dow Corning Corp.
2. Fire Trak Corp.
3. Hilti Corp.
4. International Protective Coating Corp.
5. 3M fire Protection Products.
6. Specified Technology, Inc.

B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.

1. Silicone Firestopping Elastomeric Firestopping: Single component silicone elastomeric compound and compatible silicone sealant.
2. Foam Firestopping Compounds: Single component foam compound.
3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
4. Fiber Stuffing and Sealant Firestopping: Composite of mineral or ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
7. Firestop Pillows: Formed mineral fiber pillows.

2.5 FIRESTOPPING ACCESSORIES

A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

B. Dam Material: Permanent:
1. Mineral fiberboard.
2. Mineral fiber matting.
3. Sheet metal.
4. Plywood or particle board.
5. Alumina silicate fire board.

C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

D. General:
1. Furnish UL listed products or products tested by independent testing laboratory.
2. Select products with rating not less than rating of wall or floor being penetrated.

E. Non-Rated Surfaces:
1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where piping is exposed.
2. For exterior wall openings below grade, furnish mechanical sealing device to continuously fill annular space between piping and cored opening or water-stop type wall sleeve.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify openings are ready to receive sleeves.

B. Verify openings are ready to receive firestopping.

3.2 PREPARATION

A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.

B. Remove incompatible materials affecting bond.

C. Install backing and damming materials to arrest liquid material leakage.

D. Obtain permission from Engineer before using powder-actuated anchors.

E. Do not drill or cut structural members.

3.3 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Install in accordance with ASME B31.1, ASME B31.5, and ASME B31.9.

B. Support horizontal piping as scheduled.

C. Install hangers with minimum 1/2 inch space between finished covering and adjacent work.

D. Place hangers within 12 inches of each horizontal elbow.

E. Use hangers with 1-1/2 inch minimum vertical adjustment.

F. Support vertical piping at every floor.

G. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.

H. Support riser piping independently of connected horizontal piping.

I. Provide copper plated hangers and supports for copper piping.

J. Design hangers for pipe movement without disengagement of supported pipe.

K. Prime coat exposed steel hangers and supports. Refer to Section 09 90 00. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

L. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 22 07 00.

M. Cut off hanger rods to within 1 inch of support. Finish exposed rods with acorn nut.

N. Coat cut ends of galvanized channel and hardware used exterior of the building with zinc-rich paint such as ColdGalv or similar.

O. Roof piping support: Provide polycarbonate pillow-block type such as Miro Products Model 1.5.

3.4 INSTALLATION - FIRESTOPPING

A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, and other items, requiring firestopping.

B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.

C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating in accordance with the product listing.

D. Non-Rated Surfaces:
   1. Seal opening through non-fire rated wall, partition, floor, ceiling, and roof opening as follows:
      a. Install sleeve through opening and extending beyond minimum of 1 inch (25 mm) on both sides of building element.
      b. Size sleeve allowing minimum of 1 inch (25 mm) void between sleeve and building element.
      c. Install type of firestopping material recommended by manufacturer.
   2. Install escutcheons where pipe, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
   3. Exterior wall openings below grade: Assemble rubber links of mechanical sealing device to size of piping and tighten in place, in accordance with manufacturer's instructions.
   4. Interior partitions: Seal pipe penetrations at clean rooms, laboratories, medical spaces, computer rooms, telecommunication rooms, and data equipment rooms. Apply sealant to both sides of penetration to completely fill annular space between sleeve and pipe.

3.5 FIELD QUALITY CONTROL

A. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.6 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.7 PROTECTION OF FINISHED WORK

A. Protect adjacent surfaces from damage by material installation.

3.8 SCHEDULES

A. Copper and Steel Pipe Hanger Spacing:

PIPE SIZE Inches (mm)	COPPER TUBING MAXIMUM HANGER SPACING Feet (m)	STEEL PIPE MAXIMUM HANGER SPACING Feet (m)	COPPER TUBING HANGER ROD DIAMETER Inches (mm)	STEEL PIPE HANGER ROD DIAMETER Inches (mm)
1/2 (12)	5 (1.5)	7 (2.1)	3/8 (9)	3/8 (9)
3/4 (20)	5 (1.5)	7 (2.1)	3/8 (9)	3/8 (9)
1 (25)	6 (1.8)	7 (2.1)	3/8 (9)	3/8 (9)
1-1/4 (32)	7 (2.1)	7 (2.1)	3/8 (9)	3/8 (9)
1-1/2 (38)	8 (2.4)	9 (2.7)	3/8 (9)	3/8 (9)
2 (50)	8 (2.4)	10 (3)	3/8 (9)	3/8 (9)
2-1/2 (65) (Note 2)	9 (2.7)	11 (3.4)	1/2 (13)	1/2 (13)
3 (75)	10 (3)	12 (3.7)	1/2 (13)	1/2 (13)
4 (100)	12 (3.7)	14 (4.3)	1/2 (13)	5/8 (15)

B. Refer to manufacturer’s recommendations for grooved end piping systems.

C. Refer to manufacturer’s recommendations for PVC, CPVC and other piping materials.

D. 20 feet maximum spacing, minimum of one hanger for each pipe section close to joint behind bell. Provide hanger at each change of direction and each branch connection. For pipe sizes 6 inches and smaller, subjected to loadings other than weight of pipe and contents, limit span to maximum spacing for water service steel pipe.

END OF SECTION

SECTION 22 07 00

PLUMBING INSULATION

PART 1 – GENERAL

1.1 SCOPE

A. Furnish all labor and materials necessary for the complete installation of thermal insulation on all hot and cold surfaces which require insulation for heat or cold conservation, comfort and safety of occupants, efficiency or ease of operation, or to prevent condensation or dripping. The insulation shall be complete and effective throughout the building.

B. Section Includes:
   1. Piping system insulation.
   2. Pipe insulation jackets.
   3. Insulation accessories including vapor retarders and accessories.

C. All work shall be performed in a neat and professional manner by a Contractor or Subcontractor regularly engaged in the insulation field. The Mechanical Contractor shall be responsible for the bidding and execution of this work.

D. Any equipment or devices mentioned specifically in this section or any equipment or devices installed by the Mechanical Contractor that can have or cause temperatures low enough to cause condensation shall be adequately insulated and vapor sealed. If equipment, devices, or required insulation product is not specifically mentioned in this section or shown on drawings, the Contractor is required to request and obtain written instructions from the Engineer. If condensation should occur due to inadequate or missing insulation and/or vapor sealing, such damage, including damage to other affected property or building elements, shall be repaired by Contractor at no cost to the Owner.

1.2 GENERAL REQUIREMENTS

A. All insulation inside the building shall have composite (insulation, jacket or facing, and adhesive or cement used to adhere the jacket to the insulation) flame-spread rating of 25 or less and smoke-developed rating of 50 or less as tested under procedure ASTM E-84 and NFPA 255.
   1. Insulation with a less stringent flame and smoke rating may be used only with the written permission of the Engineer.
   2. Insulation products that meet the 25/50 rating requirement but that melt and drip flammable products, such as closed cell polyethylene products, are not acceptable.

B. Accessories such as adhesive, mastics, cements, and cloth for fittings shall be permanently fire and smoke resistant. Chemicals used for treating paper in jacket laminates shall be unaffected by water or humidity.

C. All adhesives, sealers, vapor barrier coatings, etc., shall be compatible with materials to which they are applied and shall not corrode, soften, or attack such materials in either the wet or dry state. Unless otherwise approved, all adhesives, sealers, coatings, mastics, etc., shall be water based.

D. Any insulation product found to be damaged or has become wet, whether installed or stored, shall be immediately removed and replaced with new product.

E. Thermal insulation shall be applied where needed, including but not limited to the following systems, as described herein:
   1. Domestic Cold Water, Hot Water Supply and Return,
   2. Condensate Drainage

PART 2 - PRODUCTS

2.1 PIPING INSULATION

A. General
   1. Insulation shall be one piece molded fiberglass with a factory applied all service vapor barrier jacket composed of kraft-reinforced foil. Insulation, with or without jacket, shall meet the requirements of ASTM C547, Class 1 and 2. Composite shall be rated by the manufacturer for use on hot or cold surfaces, either exposed or concealed, from -20 to +450 degrees F. Jacket shall conform to ASTM E96 with a permeability not exceeding 0.02 perms. Insulation shrinkage shall be less than 0.5% per ASTM C356. The insulation shall be sized by the manufacturer and correctly provided and installed by the Contractor to fit both the nominal pipe size and also the pipe material, i.e. ferrous versus non-ferrous. Thermal conductivity shall be no greater than 0.27 BTU in./hr/sq. ft./deg. F at a mean temperature of 75 degrees F. Jacket sealing system shall be a self-sealing lap type with pressure-sensitive adhesive. Product shall be Certainteed Snap*Form, Knauf Pipe Insulation, Manville Micro-Lok, Owens/Corning SSL-II or approved equivalent.
   2. Fittings, including but not limited to, short and long radius ells, tees, reducers, traps, valves, (except HVAC control valve) shall be insulated with factory made, one-piece, pre-molded high impact PVC covers with pre-cut fiberglass insulation inserts. Acceptable products are Snap*Form by Certainteed, Knauf Fitting Cover System, Zeston 2000 by Manville, or approved equivalent.

B. Thickness
   1. Piping Indoors

Service	Pipe Size	Min. Thickness
Hot	1-1/4" and smaller	1 inch
Cold	all sizes	½ inch

C. Closed Cell Insulation
   1. For cold condensate copper drain lines, a flexible, closed-cell, elastomeric insulation shall be used according to the following schedule:

Service	Pipe Size	Min. Thickness
Cold Condensate	all sizes	1/2 inch

   2. Insulation shall have a flame spread rating of 25 or less and a smoke developed rating of 50 or less as tested by ASTM E84-84A. Insulation shall be in a tubing form, both factory fabricated and also provided and installed correctly by the Contractor for the size and material of the pipe to which it is to be applied. Such insulation in a tape form is not acceptable. Product shall be ARMAFLEX by Armstrong or approved equivalent.

2.2 EQUIPMENT

A. All equipment shall be factory insulated where specified. All equipment installed in a duct downstream of a cooling coil, for example, a hot water heating coil, a duct furnace, etc.,

shall have insulation equal to external duct insulation applied to prevent condensation. Alternatively, a closed cell elastomeric insulation in sheet form such as ARMAFLEX may be used in strict conformance with manufacturer's written instructions and these specifications.

PART 3 - EXECUTION

3.1 PIPING INSULATION INSTALLATION

A. General

1. All insulation shall be continuous through wall and ceiling openings and sleeves. Insulation on all cold surfaces, where vapor barrier jackets are used must be applied with a continuous unbroken vapor seal. Hangers, supports, anchor, etc., that are secured directly to cold surfaces must be adequately insulated and vapor sealed to prevent condensation. Where insulation is discontinued, special care shall be taken to taper the insulation to the pipe to allow for vapor barrier to completely seal off end of the insulation.
2. Insulation shall be applied after the surfaces have been thoroughly cleaned and dry and all piping has been tested and proven tight.
3. Circumferential self-sealing strips shall be applied to all butt joints to form a positive closure.
4. On all premolded fiberglass insulation with self-sealing adhesive strips, Contractor shall apply outward clenching staples along the longitudinal strip, on 12 inch centers. Contractor shall additionally apply a mastic along the entire longitudinal strip, taking care to completely cover and seal the staples, and along the circumferential strip at butt joints, completely covering the adhesive strip and at least 3/4 inch on each side of the strip. Mastic shall be Hardcast "Flex-Grip", Rectorseal "Air Lock", or approved equivalent.

B. Supports

1. Metal shields shall be applied between hangers or supports and all types of pipe insulation. Shields shall be formed to fit the insulation and shall extend minimum up to the center line of the pipe. A full coat of insulating sealer shall be applied to the surface of the insulation in contact with the metal shield. The metal shields shall conform to the following chart:

Pipe Size	Metal Ga.	Shield Length
½” to 3"	20 ga.	12"
4” and up	16 ga.	16"

2. On pipes sizes 1-1/2 inches and larger, Contractor shall provide and install at each support, a high density insulation insert to carry the weight of the pipe. Insert shall be premolded to fit the pipe size, shall cover the bottom half of the pipe, and shall be one inch longer at each end than the sheetmetal shield. For pipes that are not susceptible to condensation such as heating water pipes, domestic hot water pipes, etc., the high density insulation insert material shall be calcium silicate, perlite, urethane, or cellular glass. On pipes that are susceptible to condensation such as chilled water pipes, domestic cold water pipes, etc., the high density insulation material shall be urethane or cellular glass.

C. Fittings

1. On pipes carrying warm or hot liquids, the fitting covers may be secured with tacks or snaps with the butt joints taped at the pipe insulation. On pipes carrying cold liquids, the fitting covers shall receive a vapor barrier sealant similar to that in "Pipes" above.

D. Valves
   1. Valves installed in lines carrying cold liquids, i.e. chilled HVAC water, chilled drinking water, or any other liquid of sufficiently low temperature as to cause condensation on the valve body surface, shall have the valve body insulated and vapor sealed up to the bottom of the operating device (handle, wheel, etc.).
   2. Valves installed in lines carrying hot liquids, e.g. heating water, domestic hot water, etc., shall be similarly insulated but not vapor sealed.
   3. All valves provided and installed by others that are installed in pipe to receive insulation are to have provisions to accommodate the insulation. If the Insulation Contractor encounters a valve that does not have adequate provision to accommodate the insulation without reduction in thickness and without compressing the insulation, then it is the responsibility of the Insulation Contractor not to try to insulate the valve body and to inform the General Contractor immediately so that corrective action may be initiated.
   4. Exposed stop valves for plumbing fixtures are excluded.

E. Domestic Cold and Hot Water Piping
   1. Domestic cold and hot water mains and runouts shall be insulated as outlined above. Water lines inside interior partitions to single fixtures are required to be insulated.

F. Cold Condensate Drain Lines
   1. Insulate and continuously vapor seal each cold condensate drain and drain line from the point where it attaches to a fan-coil unit, air handler, or other device until it discharges into a floor drain, hub drain, or other device. The insulation and vapor seal shall run continuously around any P-trap.

G. Elastomeric Insulation
   1. Fittings including, but not limited to, ells, tees, caps, reducers, and valves, shall be adequately insulated and vapor sealed (where required) by using miter-cut tubing or the same insulation in a sheet form.
   2. In all cases, all butt joints and seams are to be completely sealed with a contact adhesive manufactured and provided by the insulation manufacturer, such as Armstrong 520 Adhesive.
   3. Insulation installed outdoors or exposed to sunlight shall have applied two coats of weather-resistant protective finish, Armstrong Armaflex Finish or approved equivalent. The protective finish shall cover 100% of the exposed insulation.

END OF SECTION

SECTION 23 01 00

GENERAL REQUIREMENTS FOR MECHANICAL WORK

PART 1 - GENERAL

1.1 SCOPE

A. This project involves construction of the project as titled above with associated site work as shown on the plans and described herein.

1.2 DRAWINGS

A. Contract drawings are diagrammatic only and do not give fully dimensioned locations of various elements. Contractor shall determine exact locations from field measurements. Refer also to all architectural, structural, etc., drawings. The lack of specific detail of all offsets, transitions, etc., shall not relieve the Contractor of responsibility to provide such necessary elements to coordinate his work with building construction and with other trades.

1.3 SUBSTITUTION

A. All bids shall be based only on the equipment and materials as scheduled on the drawings and/or as specified, or on equivalent equipment and materials from a pre-approved alternative manufacturer. No bids may be based on a substitute or other alternative without specific written prior approval from the Engineer. Any Bidder who assumes equivalence of products and who bases his/her bid on that assumption, does so at their own risk.

B. A listing of approved alternative manufacturers does not mean that all products of a particular alternative manufacturer are acceptable alternatives to the scheduled items; it merely means that for bidding prior approval is not required. All fixtures and devices must still be submitted according to the prescribed procedures. In addition, some items that have an important visual affect, e.g. electric water coolers, may be required to receive Engineer's or Owner's approval also.

C. Substitute equipment, components, devices and systems shall be fully compatible with the design intent and complete with all required costs included in the bid amount. This includes all modifications to support, structure, pipe and electrical sizing and components needed and all other items necessary for the substitute to perform with no additional cost to the project.

1.4 INTENT

A. All equipment, materials and labor that may be necessary to complete work in accordance with the intent of these plans and specifications shall be furnished by the Contractor without additional cost.

B. All systems represented in the documents shall, unless specifically noted to the contrary, be provided and installed complete with all necessary components to form a complete and functioning system. Submission of bids will be considered confirmation that complete and functional systems have been included in the bids.

C. If any discrepancies or confusion is perceived in the documents, the Contractor shall call such to the attention of the Engineer for clarification of the documents prior to bidding or construction. If any inconsistencies or contradictions within the construction documents are

discovered after the construction contracts are awarded, the Engineer shall determine the intent and correct interpretation of the construction documents.

D. Contractor shall supervise and direct the work competently and efficiently and in accordance with the drawings and specifications. Contractor shall be responsible for using construction means, methods, techniques, sequences, and procedures as are compatible with the project's requirements and will result in a project completed in accordance with the requirements of the drawings and specifications.

1.5 CODES, PERMITS AND FEES

A. Contractor shall comply with all local, state and national codes and shall pay for all applicable costs, fees and permits.

1.6 CONNECTION TO UTILITIES

A. Coordinate connections to utilities directly with utility providers.

B. Verify location, size, elevation, pressure, and any other pertinent data of existing utilities. Additional costs incurred due to a failure to verify such data and to coordinate associated work with respective utility providers shall be borne by Contractor.

C. All costs associated with providing utilities including, but not limited to, connection fees, boring under roads, etc., shall be included in the Contractor's bid price whether such costs are incurred by Contractor or charged by a utility company.

D. Submission of a bid by a Contractor shall be considered an acknowledgment by the Contractor of his compliance with this section.

E. Contractor shall connect water and waste piping and gas service to existing services in accordance with utility company regulations and shall pay all applicable fees and costs. NOTE: Excavate by hand and with caution to locate all utilities prior to machine excavation. Should any service be interrupted, Contractor shall repair it immediately and at no cost to the Owner.

1.7 VIBRATION AND NOISE

A. Each of the various pieces of equipment shall operate without objectionable vibration or noise. All rotating equipment shall be statically and dynamically balanced and shall be mounted, supported, and fastened so that vibration shall not exceed levels specified for the equipment item. The specific type of vibration isolation to be installed shall be submitted to the Engineer for his approval.

B. If, in the opinion of the Engineer, objectionable vibration or noise or transmission thereof to the building occurs, the Contractor shall execute remedial measures as may be necessary to eliminate such unsatisfactory operating conditions, and the work and material thereby required shall be furnished and performed at the Contractor's expense.

1.8 GUARANTEE

A. Each Contractor shall guarantee all labor and materials furnished by him for a period of one year unless otherwise noted. Guarantee period shall extend from the time of final written acceptance of the installation or upon usage by a written directive from the Owner, whichever occurs first. The guarantee shall cover the repair or replacement, without additional cost to the Owner, of any defective material or faulty workmanship.

1.9 SERVICE

A. All necessary service of each system, such as adjustment of controls, air distribution, and water balancing valves, mechanical repair of equipment, and other work requiring specialized training, shall be furnished by the Contractor, at no cost to the Owner, for a period of one year, concurrent with the warranty period specified above.

1.10 SAFETY

A. General
   1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, and Contractor shall comply with all laws governing safety, specifically the "Occupational Safety and Health Standards" and the "Safety and Health Regulations for Construction", state and federal.

B. Hazardous Chemicals
   1. According to OSHA, a hazardous chemical is any chemical which is a physical hazard or a health hazard. This may include items such as paints, solvents, adhesives, sealants, cleaners, etc. If a contractor produces, uses, or stores hazardous chemicals at the workplace, then contractor shall develop, implement, and maintain a hazard communication program in compliance with latest OSHA requirements. In projects with multiple tenants in which the building is partially occupied during the project, contractor shall inform the building manager or owner, according to OSHA guidelines, of any hazardous chemicals being produced, stored, or used in the building so that other tenants may be notified. Contractor shall employ required methods of training, information, handling, ventilation, labeling, storing, disposal, and removal of hazardous chemicals.

1.11 COORDINATION

A. Each Contractor's bid shall include the necessary detail and interconnection work to coordinate his work with the work of other trades. Failure on the part of the Contractor to coordinate with all other trades resulting in interferences shall be sufficient reason to require the Contractor to replace or rebuild the work involved at no extra charge.

1.12 STORAGE OF MATERIALS

A. Each Contractor shall provide temporary storage facilities suitable for equipment stored at the job site. Storage facilities shall be rain-proof and lockable as required. Materials or equipment stored on site but not in a lockable, rain-proof storage facility shall be stored above ground or above slab. Contractor shall take necessary precautions to prevent entry of and/or damage from dirt, trash, water, or vermin. Equipment not properly stored and protected shall be, at the discretion of the Engineer, replaced at no cost to Owner. Roofs are not acceptable storage areas unless specifically allowed in writing by the Engineer.

PART 2 - PRODUCTS

2.1 SUBMITTALS

A. Provide submittal to the A/E within 45 days of commencement of the Contractor’s agreement with the Owner.

B. In addition, submit specific information on equipment, products, and principal materials specified. Indicate and provide names of manufacturers, catalog and model numbers, cut

sheets, and such other supplementary information as necessary for evaluation. Include all items mentioned by model number and/or manufacturer's name in the specifications or on the drawings, including but not limited to the following:

1. HVAC - All equipment, air devices, insulation, piping, valves, controls and other principal materials.

C. Prepare and submit large scale shop drawings (minimum ¼"= 1'-0") of the central mechanical room, central electrical room and each individual electrical room. These drawings shall show to scale the actual sizes of each piece of selected mechanical, plumbing and electrical equipment along with the required clearances for maintenance or removal/replacement. Provide bottom of pipe, duct, equipment or other such vertical obstructions. Provide sections where necessary and as requested by the Engineer for clarity to describe equipment heights, piping elevations and other such clearance issues. Drawings shall be prepared on maximum 30" X 42" sheets using AutoCad® latest format. Submit 3 copies of the drawing sheets and a compact disk or thumb drive with the drawing files.

D. Requirements for submittal
   1. Each submittal shall:
      a. bear a stamp or specific written indication that Contractor has reviewed and approved all submittals prior to submission to Engineer,
      b. have all information deleted by Contractor that pertains to the means and methods of construction or to the fabrication, assembly, installation, or erection process (approval by Engineer shall not extend to these areas unless specifically noted by Engineer),
      c. be clearly marked as to which specific piece of equipment is being submitted, by use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page,
      d. be clearly marked as to which available options are being submitted that are associated with a piece of equipment, and
      e. be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable Engineer to review the proposed equipment.
   2. Omission by Contractor of any of the above requirements for submittals will subject submittal to automatic rejection without review.
   3. Any submittals received by Engineer that were not requested shall be returned without review of any kind.

E. Substitutions
   1. In Addition, no substitution is allowable without Engineer's written approval ten days prior to bid due date (unless otherwise allowed by Engineer) unless the manufacturer is listed on the Drawings or in the specifications as being a pre-approved alternative manufacturer. Any submittal received without such written approval or prior approval is subject to unqualified rejection.
   2. Contractor's responsibility shall be to verify that submitted substitute equipment will fit in the space available. The Contractor's submittal for acceptance of the substitute shall include a written statement of whether or not such acceptance would require any subsequent or associated changes to the drawings or specifications. Any such changes shall be described in writing, briefly but completely.
   3. The Contractor shall be responsible for the cost of any such modifications due to substitution of materials or equipment for that which was specified or scheduled. The cost shall be complete, that is, it shall include the costs affect on any and all other trades.
   4. The Engineer may request shop drawings of mechanical rooms or systems of the substituted equipment.

F. Installation Instructions
   1. For certain products or systems as identified in subsequent specification sections, the Contractor shall, as required, provide copies of manufacturer's installation instructions with the submittal. When required as such, the installation instructions are considered

part of the submittal and their omission may result in automatic rejection of the submittal. Where more than one identical device is scheduled, only one set of installation instructions needs to be submitted, e.g., if seven five-ton split system air conditioners are scheduled, only one five-ton unit installation instructions need to be submitted. Similarly, if one set of installation instructions is identified by the manufacturer and on the instructions to be applicable to more than one type or size of devices, e.g., if one set of air conditioner instructions is good for three, four, and five-ton units, then only one instruction set is required for those devices.

2.2 MATERIALS

A. All materials shall be new and of the quality specified. Materials shall be free from defects. Where manufacturers' names are mentioned in these specifications or on the plans, it has been done in order to establish a standard of quality and construction.

B. Contractor will be responsible for transportation of his materials to and on the job and will be responsible for the storage and protection of his materials and work until the final acceptance of the job. At the end of each workday, each Contractor is responsible for covering or protecting his work or materials that may be susceptible to damage even if such damage is the result of unforeseen causes, e.g. an overnight thunderstorm. Failure to do so will be sufficient cause for rejection of any item in question, and any such item shall be replaced at Contractor's expense.

C. Contractor shall verify that all pieces of equipment will fit through available openings in building and that all equipment can be installed without modification of building structure.

2.3 LABELING

A. Each device for which an independent testing authority has established a standard shall have affixed a label indicating its compliance and listing. Such independent testing authorities shall include, but not be limited to, the following:

A.D.C.	Air Diffusion Council
A.G.A.	American Gas Association
A.M.C.A.	Air Movement and Control Association
A.N.S.I.	American National Standards Institute
A.R.I.	Air-Conditioning and Refrigeration Institute
A.S.H.R.A.E.	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.P.E.	American Society of Plumbing Engineers
A.S.S.E.	American Society of Sanitary Engineers
A.S.T.M.	American Society for Testing and Materials
A.W.W.A.	American Water Works Association
C.T.I.	Cooling Tower Institute
F.M.	Factory Mutual
I.A.P.M.O.	International Association of Plumbing and Mechanical Officials
I.C.B.O.	International Conference of Building Officials
M.S.S.	Manufacturers Standardization Society of the Valve and Fittings Industry
N.A.P.H.C.C.	National Association of Plumbing, Heating, Cooling Contractors
N.B.S.	National Bureau of Standards
N.E.B.B.	National Environmental Balancing Bureau
N.E.C.	National Electric Code
N.E.M.A.	National Electrical Manufacturers Association
N.F.P.A.	National Fire Protection Association
N.R.C.A.	National Roofing Contractors Association

N.S.F.	National Sanitation Foundation
P.D.I.	Plumbing and Drainage Institute
S.B.C.C.I.	Southern Building Code Congress International
S.M.A.C.N.A.	Sheet Metal and Air Conditioning Contractors' National Association
T.I.M.A.	Thermal Insulation Manufacturers Association
U.L.	Underwriters Laboratory

2.4 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Section 01 78 23 Operation and Maintenance Data.

B. Contractor shall prepare and provide four copies of operating and maintenance manuals. Contractor shall deliver these four bound sets to the Engineer for approval. Each manual shall be in a ring binder and shall be indexed with dividers for each section. Delivery of required documents is a condition of final acceptance.

C. Each manual shall contain at least the following:
   1. Certificates of acceptance from inspecting authorities,
   2. Waiver of all liens,
   3. For each piece of equipment:
      a. operating and safety instructions, service manuals, and parts lists applicable to each item of equipment furnished (Contractor shall clearly distinguish in the manual between information that pertains to the particular equipment and information which does not.),
      b. nameplate data and design parameters for equipment,
      c. name, phone number, and address of vendor, manufacturer's representative, and warrantee provider,
      d. start-up report, if applicable,
   4. copies of all shop drawings and as-built drawings (as-built drawings shall be on a reproducible vellum as produced by a xerox or photographic process),
   5. copies of all approved submittals,
   6. warranties with start dates and end dates for each piece of equipment and/or for each system (warranties shall begin on date of substantial completion and acceptance by Owner),
   7. names, phone numbers and addresses of all subcontractors, vendors, manufacturer's representatives, and warrantee providers,
   8. certification letter from each Contractor that each system furnished and installed by that Contractor and/or Subcontractors is started-up, balanced, adjusted and checked for proper operation in accordance with the intent of the contract documents, and
   9. acceptance letter from each Contractor with blanks for date of acceptance and date of expiration of warranties and guarantees.

2.5 TAGGING

A. Equipment to be Tagged: Each major piece of equipment discussed in the specifications or scheduled on the drawings shall have affixed a tag showing the name or function of that piece. The list of equipment to receive tags shall include, but not be limited to, the following:
   1. air moving or air conditioning equipment,
      a. air handlers,
      b. heat pump units,
      c. fan-coil units,
      d. exhaust fans,
      e. variable air volume boxes
   2. valves,

a. tag shall indicate function such as "domestic cold water shut-off", "domestic hot water shut-off", "chilled water shut-off", etc.,
b. tag shall be attached with brass chain,
c. exceptions that need no tag:
(1) control valves for HVAC at or near coils,
(2) shut-off valves near to and serving only one device such as a plumbing fixture or a fan-coil unit,
(3) isolation valves located at or near the device being isolated,

3. Items which have no unique name, such as air devices, plumbing fixtures, lights, etc., need not have tags.

B. Tags
1. Material - Tags shall be engraved plastic, brass, or anodized aluminum. Surface mounted tags shall have pressure sensitive adhesive backing. Tags for outdoor use shall be mounted with brass screws.
2. Lettering - Characters shall be minimum 1/4" in height and shall be of a contrasting color to the tag.
3. Installation - Surface mounted tags with adhesive backs shall be applied only to clean, dry surfaces. Adhesive tags shall not be applied to surfaces that are subject to condensation or excessive heat.

C. Alternatives
1. For larger equipment such as large air handlers, switchgear, etc., the use of manufactured stencils (2 inch characters) and spray paint (in contrasting color to equipment) is an acceptable alternative.
2. Individual adhesive letters are not acceptable.
3. Other alternatives are acceptable only by submitting samples or manufacturer's literature to Engineer and receiving written permission.

2.6 MOTORS AND MOTOR STARTERS

A. Motors
1. Unless scheduled otherwise, each electric motor shall be high efficiency type.
2. Each single-phase motor larger than 1/10 (one-tenth) horsepower and each single phase motor that drives a pump or compressor shall be a permanent split capacitor type. Each polyphase squirrel-cage induction motor shall be an energy efficient type as defined in NEMA document No. MG1-1987.

B. Motor Connections
1. Motor starters, unless scheduled otherwise or packaged with the equipment, shall be provided and installed by the Electrical Contractor. The Mechanical Contractor shall provide to the Electrical Contractor a complete list of motors requiring starters or other connections, including power and control, and shall include the following information for each such motor:
a. a tag reference to the piece of equipment for which the motor is needed,
b. the voltage and number of phases,
c. the motor requirements in terms of horsepower, running load amps, full load amps, etc.,
d. any other pertinent information required or requested by the Electrical Contractor.
2. The Electrical Contractor shall receive and review the above information and advise the Mechanical Contractor and Engineer of any discrepancies or required modifications. The Electrical Contractor shall provide and install the correct starter, conductors, and other devices per the electrical drawings, specifications, and National Electrical Code.

PART 3 - EXECUTION

3.1 WORKMANSHIP

A. The workmanship shall, in all respects, be of the highest grade, and all construction shall be done according to the best practices of the trade. Piping, ducting and conduit shall be concealed unless otherwise noted, and installed square to the building lines. Any work not meeting this requirement shall be replaced or rebuilt without extra expense to the Owner.

3.2 INTERIM CLEANING

A. The Contractor shall maintain the work area in a clean condition during the course of the work. All debris, scrap and surplus material shall be removed from the work area on a periodic basis with a minimum of at least once per day.

B. All stored material shall be support above floor level and be protected from becoming damaged or dirty.

C. All installed material shall have open ends closed and protected from entrance of foreign material during construction.

D. Prior to enclosing an area such as a ceiling or chase wall, the installed material and surrounding area shall be thoroughly cleaned. After removing loose material, the area shall be vacuum cleaned or blown out with a portable blower to remove dust from surfaces.

3.3 CUTTING, PATCHING, AND PENETRATIONS

A. No joists, beams, girders, columns, slabs, or other structural elements shall be cut, drilled, or altered in any way by the Contractor without first obtaining written permission and instructions from the Engineer.

B. Where cutting any non-structural element(s) of walls, floors or ceilings is necessary to permit the installation of any work under this contract, or to repair any defects that may appear up to the expiration of the guarantee, such cutting shall be done by Contractor with as little damage as reasonably possible to the element being cut, to adjacent elements, or to the work of other trades.

C. After the necessary work has been completed, the damage shall be repaired by the Contractor, who shall pay all costs of such cutting and patching. All patching or sealing of cuts, penetrations, etc., including final appearance of same, shall be done to the approval of the Engineer. In absence of specific finish instructions, provide finish to match adjacent surfaces.

D. Where a penetration or cutting of a ceiling, wall, or other building membrane is required or made, each such penetration or cut shall be made neatly with a cutting tool such as a saw, sharp knife, etc., and not with an impact tool such as a hammer, screwdriver, wrench, crowbar, etc. Each such penetration or cut shall be no larger than reasonably necessary, and penetrations in occupied or publicly accessible spaces shall have a chrome-plated escutcheon installed large enough to cover the entire opening.

E. Where a penetration is made in a fire-rated building assembly (wall, floor, ceiling, floor-ceiling, roof-ceiling, etc.) or in a membrane of a fire-rated assembly, and no specific firestopping assembly is shown on Drawings, Contractor shall provide and install a firestopping assembly or product as listed in the latest edition of U.L. Fire Resistance Directory. Firestopping assembly or product shall be appropriate for the size and material of the penetrating element, for the penetrated building element, for the presence or lack of insulation, for the size of the annulus around the penetrating element, etc. Contractor shall

include firestopping assembly or product in submittals. Contractor shall review and verify fire-ratings of building assemblies as shown on Architectural plans. Lack of knowledge of a fire-rating of an building assembly shall not relieve Contractor of requirement to install firestopping.

3.4 EQUIPMENT AND PIPING SUPPORTS

A. All supporting systems for piping, equipment, and materials supported by the building structure shall be submitted to the Engineer for approval prior to purchase and installation.

B. Provide 3-1/2” (minimum, or as called out elsewhere) high concrete house keeping pads for all floor mounted equipment and piping. Pad shall have chamfered edges and be painted to match the floor.

3.5 ACCESSIBILITY

A. Access Panels
   1. Access panels shall be provided wherever necessary for possible future replacement, adjustment, or maintenance of operating devices such as machinery, valves, dampers, switches, relays, etc., or to other critical non-operating devices such as pull boxes, inspection parts, gauges, etc. Such access panels shall be provided and installed by Contractor, whether or not shown on drawings, and shall be brought to the attention of Engineer for his approval of type, color, etc. Where access is provided in rated members, the access panels shall be of a type that maintains the integrity of the member penetrated.

B. Access to Equipment
   1. All pipes, tubing, conduit, etc., including, but not limited to, chilled water and heating water piping, domestic cold water and hot water piping, fire sprinkler piping, waste and vent piping, drain piping of any type, electrical conduit, wiring not in conduit, and pneumatic control tubing shall be installed in such a way so as not to prevent and/or not to make unreasonably difficult the removal, operation, use, or maintenance of equipment, access panels or doors, pathways (especially in attics or crawl spaces), observation ports, measurement or balancing devices, junction boxes, etc.. If access for these purposes is prevented or made unreasonably difficult in the opinion of the Engineer, then the Contractor shall make modifications or repairs at no cost to anyone except the Contractor. Such modifications or repairs shall be considered neither complete nor adequate until the Engineer are satisfied that access for the above purposes is achieved.

3.6 FIELD REPORTS

A. The Contractor shall be required to respond all deficiency items noted in Field, Site Visit, Punch List and other such reports provided by the A/E. The response shall address each deficiency item in the same order as the report with annotations as to what was done to remedy the deficiency, who performed the work and when it was done.

3.7 OPERATING TESTS

A. General
   1. After all mechanical and electrical systems have been completed and put into operation, Contractor shall subject each system to an operating test under design conditions to ensure proper sequence and operation throughout the range of operation. All associated costs of such tests, including labor, fuel, apparatuses, piping, etc., shall be borne by the Contractor.

2. Contractor shall make adjustments as required to ensure proper functioning of all systems. Special tests on individual systems are specified under individual sections. The Contractor shall return to the project during the first year and in the opposite season from which the system was initially operated and shall check the proper operation of the mechanical and electrical systems. Contractor shall perform any adjustments or corrective procedures required for the proper operation of all systems.

B. Notification
   1. Contractor shall give the Engineer seven day's prior notification of any test so that the Engineer will have time to be present if he so desires.

C. Reports
   1. After each test is performed, the Contractor who performed the test shall prepare and issue a report to include the following information:

      a. Project name and location, date of the report,
      b. Contractor's name, address, and telephone number; if the Contractor performing the test is a Subcontractor, indicate also for whom the test is being performed, their name, address, telephone number, and a contact person's name,
      c. the date, or range of dates, of the test,
      d. the name of the Contractor's employee who was responsible for performing or for overseeing the performing of the test,
      e. a brief description of the system being tested,
      f. a brief description of the testing procedure,
      g. a summary of the test result(s),
      h. a brief assertion that the system was tested as stated and that the system complied with the requirements of the contract documents or those of the Authority Having Jurisdiction, whichever is the most stringent, and
      i. a hand-written date and signature of someone who has authority or responsibility from the company that performed test(s), and a hand-written brief note stating that the above information is true and accurate.
   2. If the tested system is tested in parts, then one report may be made after the last part is tested.
   3. The report shall be issued to the Engineer within five working days after the test is completed.
   4. Such reports shall be required of all mechanical or electrical systems which require tests for pressure, water tightness, flow, resistance, or conductivity.

D. Services of a Manufacturer's Representative
   1. Reports: For all major systems or equipment required by subsequent specifications sections to have tests or inspections by a manufacturer's representative, the manufacturer's representative shall prepare a written report to be sent to the Engineer for subsequent distribution to the Engineer, Owner, General Contractor, and to whomever else the Engineer deems necessary. The report shall include at least the following:
      a. date of the visit, name and title of the representative, name and location of the project,
      b. name and title of any observers,
      c. a brief description of the equipment being inspected and/or tested,
      d. a brief discussion of the quality of the installation including any important items (in the manufacturer's experience) that were done correctly, as well as any items that were done incorrectly or not to recommendations,
      e. a list of tests and/or inspections performed and the results of same, and
      f. a brief statement of whether the installation conforms to manufacturer's recommendations and/or requirements, and if not what is required to bring the installation into conformance.

2. Deficiencies and Defects
    a. Contractor shall be responsible for providing all labor and materials, at no cost to anyone except Contractor, to correct any deficiencies or defects reported by manufacturer's representative.
    b. If, in the opinion of the manufacturer's representative, the deficiencies and defects are sufficiently serious, then Contractor shall arrange for, and bear all costs of, another inspection by manufacturer's representative after corrective measures have been taken.
3. The above process shall continue until the manufacturer's representative approves the installation.

3.8 INSTRUCTIONS FOR OWNER

A. Contractor shall instruct the Owner's operating personnel in the operation and maintenance of all mechanical equipment. Contractor shall furnish any special servicing tools required for maintenance.

3.9 DEMONSTRATION

A. Contractor shall conduct a demonstration of the installation upon completion of the work. Prior to this, all work shall have been completed, tested, balanced, and placed in operation. Qualified persons must be present at demonstration to operate all systems and prove the performance of the equipment. The schedule for this demonstration shall be coordinated with the Engineer.

3.10 CLEANUP

A. At substantial completion of the project, thoroughly clean all equipment and systems of all dirt, debris and foreign material.

B. This shall include cleaning coils and fans inside of air handlers, cleaning the interior of duct systems and wiping down the interior of all electrical equipment.

C. Remove all unused temporary wiring or construction lighting and power and all unused material from above the ceilings and from hidden recesses.

END OF SECTION

SECTION 23 07 00

HVAC INSULATION

PART 1 – GENERAL

1.1 SCOPE

A. Furnish all labor and materials necessary for the complete installation of thermal insulation on all hot and cold surfaces which require insulation for heat or cold conservation, comfort and safety of occupants, efficiency or ease or operation, or to prevent condensation or dripping. The insulation shall be complete and effective throughout the building.

B. Section Includes:
   1. Ductwork insulation.
   2. Piping insulation
   3. Insulation accessories including vapor retarders and accessories.

C. All work shall be performed in a neat and professional manner by a Contractor or Subcontractor regularly engaged in the insulation field. The Mechanical Contractor shall be responsible for the bidding and execution of this work.

D. Any equipment or devices mentioned specifically in this section, or any equipment or devices installed by the Mechanical Contractor that can have or cause temperatures low enough to cause condensation shall be adequately insulated and vapor sealed. If equipment, devices, or required insulation product is not specifically mentioned in this section or shown on drawings, the Contractor is required to request and obtain written instructions from the Engineer. If condensation should occur due to inadequate or missing insulation and/or vapor sealing, such damage, including damage to other affected property or building elements, shall be repaired by Contractor at no cost to the Owner.

1.2 GENERAL REQUIREMENTS

A. All insulation inside the building shall have composite (insulation, jacket or facing, and adhesive or cement used to adhere the jacket to the insulation) flame-spread rating of 25 or less and smoke-developed rating of 50 or less as tested under procedure ASTM E-84 and NFPA 255.
   1. Insulation with a less stringent flame and smoke rating may be used only with the written permission of the Engineer.
   2. Insulation products that meet the 25/50 rating requirement but that melt and drip flammable products, such as closed cell polyethylene products, are not acceptable.

B. Accessories such as adhesive, mastics, cements, and cloth for fittings shall be permanently fire and smoke resistant. Chemicals used for treating paper in jacket laminates shall be unaffected by water or humidity.

C. All adhesives, sealers, vapor barrier coatings, etc., shall be compatible with materials to which they are applied and shall not corrode, soften, or attack such materials in either the wet or dry state. Unless otherwise approved, all adhesives, sealers, coatings, mastics, etc., shall be water-based.

D. Any insulation product found to be damaged or has become wet, whether installed or stored, shall be immediately removed and replaced with a new product.

E. Thermal insulation shall be applied where needed, including but not limited to the following systems, as described herein:

1. Ductwork,
2. Refrigerant piping

PART 2 - PRODUCTS

2.1 DUCT WORK INSULATION

A. Air Conditioning Duct
1. Indoors: Insulation shall be foil faced 2" thick duct wrap, 1.0 lb/cu.ft. density, R-5 (installed) and a foil-skrim-kraft composite vapor barrier. Insulation shall be CertainTeed Standard Duct Insulation, Knauf Duct Wrap, Owens-Corning Fiberglas, Manville R-Series Microlite, or approved equivalent.
2. Duct liner: Where indicated on the drawings, provide listed duct liner of the thickness and density as described on the drawings. Liner shall have anti-microbial facing and be glued and pinned on 18 inch centers.

2.2 PIPING

A. Refrigerant Piping: As recommended by the equipment manufacturer. Plenum UL 25/50 rated.

B. Condensate Piping: Elastomeric closed cell tubing, UL 25/50 rated, ½" wall thickness.

ART 3 - EXECUTION

3.1 DUCTWORK EXTERNAL INSULATION

A. Applications:
1. Insulate and vapor seal the following ductwork:
a) air conditioning supply air ductwork,
b) air conditioning supply air ductwork that is concealed or located in mechanical rooms,
c) air conditioning return and exhaust in non-plenum areas,
2. The following ductwork does not require insulation:
a) exhaust air ductwork unless noted,
b) return air ductwork unless noted.

B. Air Conditioning Duct
1. Before applying duct wrap, sheet metal duct shall be clean, dry, and tightly sealed at all joints and seams.
2. Prepare overlap by removing approximately 2 inches of insulation from facing. Wrap insulation around duct with facing to the outside so the 2-inch flap completely overlaps facing and insulation at the other end of stretch out. Insulation shall be snugly butted.
3. Seams shall be stapled approximately 6 inches on center with outward clinching staples, then sealed with 4-inch wide pressure-sensitive tape matching the facing and designed for use with duct insulation. Tape shall be Hardcast Foil-Grip 1402 or approved equivalent.
4. Adjacent sections of duct wrap insulation shall be snugly butted with the circumferential 2-inch tape flap overlapping and secured as recommended for longitudinal seam. In lieu of pressure-sensitive tape, two coats of vapor retarder mastic reinforced with one layer of 4-inch wide open weave glass fabric may be used.
5. The insulation on the underside of ductwork 24 inches or greater shall be secured

with mechanical fasteners and speed clips spaced approximately 18 inches on center. The protruding ends of the fasteners should be cut off flush after the speed clips are installed, and then sealed with the same tape as specified above.

6. Wherever an externally insulated duct rests on a trapeze hanger, remove a strip of the external flexible wrap and install a high density rigid insulating board such as calcium silicate, foamglass, or approved equivalent between the duct and the hanger. Rigid insulation shall be at least twice the width of the hanger and shall be full width of the duct. Repair the insulation facing to provide a continuous vapor barrier.
7. Vapor barrier shall be complete and unbroken.

3.2 PIPING INSULATION INSTALLATION

A. General

1. All insulation shall be continuous through wall and ceiling openings and sleeves. Insulation on all cold surfaces, where vapor barrier jackets are used must be applied with a continuous unbroken vapor seal. Hangers, supports, anchors, etc., that are secured directly to cold surfaces must be adequately insulated and vapor sealed to prevent condensation. Where insulation is discontinued, special care shall be taken to taper the insulation to the pipe to allow for vapor barrier to completely seal off end of the insulation.
2. Insulation shall be applied after the surfaces have been thoroughly cleaned and dry and all piping has been tested and proven tight.
3. Circumferential self-sealing strips shall be applied to all butt joints to form a positive closure.

B. Supports

1. Metal shields shall be applied between hangers or supports and all types of pipe insulation. Shields shall be formed to fit the insulation and shall extend minimum up to the center line of the pipe. A full coat of insulating sealer shall be applied to the surface of the insulation in contact with the metal shield. The metal shields shall conform to the following chart:

Pipe Size	Metal Ga.	Length of Shield
½” to 3"	20 ga.	12"

C. Cold Condensate Drain Lines

1. Insulate and continuously vapor seal each cold condensate drains and drain line from the point where it attaches to a fan-coil unit, air handler, or other device until it discharges into a floor drain, hub drain, or other device. The insulation and vapor seal shall run continuously around any P-trap.

D. Elastomeric Insulation

1. Fittings including, but not limited to, ells, tees, caps, reducers, and valves, shall be adequately insulated and vapor sealed (where required) by using miter-cut tubing or the same insulation in a sheet form.
2. In all cases, all butt joints and seams are to be completely sealed with a contact adhesive manufactured and provided by the insulation manufacturer, such as Armstrong 520 Adhesive.
3. Insulation installed outdoors shall have applied two coats of weather-resistant protective finish, Armstrong Armaflex Finish or approved equivalent. The protective finish shall cover 100% of the insulation exposed to the outdoors.

END OF SECTION

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SECTION 23 30 00

AIR DISTRIBUTION

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work of this Section includes all labor, material, equipment, and appurtenances indicated on the Drawings and herein specified for the installation of air distribution systems, including supply, exhaust, return, and outside air.

1.2 SUBMITTALS

A. Duct schedule: Provide a duct schedule or table indicating the following information, according to appropriate pressure class:
   1. each duct size group (as defined in SMACNA “HVAC Duct Construction Standards”)
   2. duct sheetmetal gauge,
   3. duct joint and reinforcement spacing,
   4. transverse joint construction,
   5. intermediate reinforcement construction, and
   6. hanger type and spacing.

B. Air Devices: Submit manufacturer’s standard technical product data including capacity ratings, throw, noise, drop, diffusion, terminal velocities, adjustability, construction details, finish and mounting details.

1.3 AS-BUILT DRAWINGS

A. Maintain field changes on a drawing set at the construction site. These drawings shall be available at the construction site to the Architect/Engineer upon request.

B. Upon completion of the project, update the shop drawing CAD files to reflect the field changes. A/E will provide ACAD files to contractor at no charge upon request.

1.4 COORDINATION OF WORK

A. Prior to producing shop drawings and installation of work, coordinate work with other trades including structural, plumbing, fire protection, and electrical.

B. Verify all ceiling heights and construction details.

C. Lack of coordination of work will not be considered grounds for additional cost or time requests.

PART 2 - PRODUCTS

2.1 FLEXIBLE CONNECTIONS (Duro Dyne 'Metal Fab' or approved equivalent)

A. Provide and install where shown on the drawings and at all connections between ductwork and equipment subject to vibration or movement such as fan-coil units and exhaust fans.

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B. Product shall be U.L. classified and shall meet the requirements of NFPA Standards 90A and 90B having connection material of an approved flame retardant fabric or with sleeve joints with packing of approved material, each having a flame spread rating not in excess of 25 and a smoke developed rating not in excess of 50.

C. Flexible connectors shall be installed upstream of any supply-side fittings and take-offs and downstream of any return-side fittings. Connections shall have suitable metal collar frames at each end. Allow at least one-inch slack in each connection to assure no vibration is transmitted from fan to ductwork. Connections shall be not less than four-inches long nor longer than ten-inches.

2.2 AIR DEVICES

A. Grilles, Registers, and Diffusers - Anemostat, Krueger, Metal*Aire, Price, Titus, Tuttle & Bailey, or Approved Equivalent
   1. Provide as shown and scheduled on the Drawings or as otherwise approved, to deliver the indicated volume of air without objectionable noise or draft.
   2. Provide grilles, registers, and diffusers with two coats of factory applied baked on white primer, unless otherwise scheduled on the Drawings.

B. Access doors:
   1. Provide factory-made access doors where shown and where otherwise necessary to provide access for removal of filters, for cleaning upstream face of coils and for maintaining dampers of any kind.
   2. Provide doors double walled with insulation between walls of same thickness as on ductwork.
   3. Provide door shall be minimal 12"x12" nominal size where duct size permits. Where duct size is smaller, provide door shall be as large as possible to fit into the duct.

2.3 FLEXIBLE DUCTWORK:

A. Construction: Provide ductwork conforming to UL 181, "Factory-Made Air Ducts and Connections," Class I, and NFPA 90A.

B. Insulation: R-6 minimum 2-inch-thick, 0.76 pound per cubic foot fiberglass.

C. Sheath insulation with reinforced aluminized polyester vapor barrier having a permeance not exceeding 0.05 per ASTM E 96, "Standard Test Methods for Water Vapor Transmission of Materials," Procedure A.

D. Reinforcement: steel helical spring

E. Interior: non-porous, CPE or similar.

F. Pressure rating: 10” w.c. positive and 2” w.c. negative.

G. Taps: Provide boot or spin-in type as described on the drawings. Provide with damper with insulation standoff damper operator with quadrant lock.

2.4 SHEET METAL DUCTWORK

A. General
   1. Ductwork shall be made of single wall galvanized steel sheets. Ductwork shall be round or rectangular as shown on the Drawings. Straight pieces of round concealed ductwork shall be spiral lockseam or longitudinal snap-lock.
   2. Ducts shall be constructed in accordance with the recommended construction for the appropriate pressure class insofar as gauges of metal to be used,

bracing of joints and joint construction, fittings, and fittings construction, etc., as established in HVAC DUCT CONSTRUCTION STANDARDS, Latest Edition, published by the Sheet Metal and Air Conditioning Contractors National Association, Inc., (SMACNA).

a. Ductwork shall be constructed to the following minimum pressure classes:

(1) Fan-coil, supply and return and downstream of VAV's

(a) below 2,000 cfm ± 1"

(b) above 2,000 cfm ± 2"

(2) Air Handlers and RTUs

(a) Up to 3HP

(i) supply +2"

(ii) return -1"

(b) 3HP & up

(i) supply +3"

(ii) return -2"

(3) Exhaust - 1"

3. Sealing

a. Snap-lock duct and rectangular duct: seal all ducts to SMACNA Class 'A' rating, that is, "All transverse joints, longitudinal seams, and duct wall penetrations" shall be sealed.

b. Spiral lockseam: same sealing as snap-lock except sealing of longitudinal seams is not required.

c. A gasketed mechanical joint system such as Ductmate does not require sealing.

d. Sealant shall be water-based product; solvent based products are expressly prohibited. Product shall be recommended by manufacturer for HVAC duct application, and it shall cure to a flexible film with a strong adhesive bond to common duct materials. Product shall be rated by manufacturer for operating temperature limits from zero degrees F to 200 degrees F. Product shall have been tested per ASTM E84 procedures and shall have a maximum flame spread rating of 25, a maximum fuel contributed rating of 5, and a maximum smoke developed rating of 20. Product shall be Hardcast "Iron Grip" IG-601 or "Flex-Grip" FG-550, Rectorseal "Air-Lock", Foster 32-50, United McGill Duct Sealer, or approved equivalent.

2.5 VARIABLE AND CONSTANT AIR VOLUME BOXES (VAV AND CVAV)

A. Manufacturers: Titus, Metalaire, Nailor, ETI, Krueger, Price, and pre-approved equivalents.

B. VAV Operation (cooling and reheat): Boxes shall be pressure independent with controls supplied by the Temperature Controls Contractor. Unit shall be capable of 0 to 110% of airflow scheduled on the plans.

C. Case shall be galvanized internally insulated sheet metal. Total pressure loss through the device at scheduled maximum flow shall be less than 0.25-inches static pressure. Unit shall have sound rating of less than NC=25 at design airflow.

D. Internal box insulation shall be 1" inch thick coated fiber-free lining and compliant with UL 181 and 723, and ASTM C665 and E84.

E. Provide a multi-port flow cross piped to the exterior of the box for connection of the controls.

F. Damper shall be single-blade double-layered galvanized sheet metal with nylon or

similar bearings on each end of the axle.

G. Controls shall be provided by the Temperature Controls manufacturer and supplied to the VAV box manufacturer for factory mounting.

H. Reheat coil shall have copper tubes with mechanically bonded aluminum fins. Provide insulated cover of ends of reheat coils to prevent condensation.

PART 3 - EXECUTION

3.1 GENERAL

A. During construction, all air-moving equipment and ducts shall be protected from entrance of water, dust, trash, vermin, etc., per Section 15010. Fans of all types not yet connected to ductwork shall have inlets and outlets covered with plastic sheet secured temporarily with tape, wire, etc. Such covers shall be maintained throughout the construction phase until the ductwork is connected.

B. Ducts shall be routed in conjunction with pipes, electrical, conduits, lights, ceiling hangers, etc., so as to avoid interference insofar as possible.

3.2 CLEANING

A. Ducts, plenums, and casings shall be thoroughly cleaned of all debris and blown free of all small particles of rubbish and dust before installing outlet faces. Equipment shall be wiped clean, with all traces of oil, dust, dirt or paint spots removed. Temporary filters shall be provided for all fans that are operated during construction. New filters shall be installed after all construction dirt has been removed. Bearings shall be properly lubricated with oil or grease as recommended by the manufacturer. Belts shall be tightened to produce tension. All control valves and other miscellaneous equipment requiring adjustment shall be adjusted to settings indicated or as directed. Fans shall be adjusted to the speed indicated by the manufacturer to meet specified conditions.

3.3 DUCTWORK, GENERAL

A. Support
   1. Support each fitting that effects a change in direction, either vertical or horizontal, at the fitting.
   2. Support each fitting that has a branch intersection at the fitting.
   3. Support ductwork at or near connections to equipment.
   4. Support each duct independently. Do not support one duct from another except as allowed by SMACNA.
   5. Do not use wire as a hanger, even to support another hanging device such as a trapeze, regardless of acceptability by other authorities. Only straps, threaded rods, and channel may be used as hangers.

B. Install ductwork without twisting.

C. Install ductwork shown on the Drawings to be horizontal as straight and level as possible; exception: duct with slope designed to provide drainage toward a device, such as grease exhaust duct or dishwasher exhaust duct.

D. Install ductwork shown on the Drawings to be vertical as vertical as possible in both vertical directions. Vertical ductwork extending more than one floor in height shall be supported at every floor or every 12 feet, whichever is less.

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E. Install ductwork so that no duct or hanger is touching other duct or building elements such as framing, structure (except for supports), piping, conduit, etc.

3.4 SHEETMETAL DUCTWORK

A. In supporting sheetmetal ductwork, SMACNA, in HVAC Duct Construction Standards, Table 4-1 lists several combinations of hanger types and hanger spacing that are equivalent for various duct sizes. Contractor shall conform to one of the listed combinations (except for prohibited wire hangers).

B. Duct sealing material shall not be used to fill gaps caused either by careless or unprofessional work during fabrication or erection or by damage after erection. Surfaces on which sealant is to be applied shall be cleaned and dry before application. If any oil or grease is present, surface shall additionally have a degreaser applied.

C. Install duct liner where shown on drawings. Duct liner is used for acoustic attenuation only and is not to be applied in general.

D. Connections
   1. Duct-to-duct connections or "splicing" is prohibited.
   2. At sheetmetal taps and at air devices, insulation and outer jacket shall be slit and carefully peeled back approximately 4-inches.
   3. Inner duct shall be secured tightly to the collar, without deformation of the collar, using a stainless-steel draw band system.
   4. Insulation shall be pulled back over duct and collar and snugly butted against the sheetmetal or air device. Insulation shall be snugly secured with another draw band without significant compression of the insulation.
   5. A mastic type sealer shall be applied to the longitudinal cut in the duct outer jacket and all along the circumference of the butt joint between the flex duct and the sheetmetal duct. In addition to sealing the joints, the mastic material shall form a flexible, effective vapor seal.

3.5 FLEXIBLE DUCTWORK

A. Maximum length from take-off to air outlet shall be 8 feet.

B. Maximum one 90-degree bend in any length.

C. Provide continuous length with no intermediate joints.

D. Connect each end with stainless steel screw operated drawbands.

E. Support clear of the ceiling tile, light fixtures and air terminal

F. Support for maximum sag of 1/2-inch per foot.

G. Provide duct with UL labels visible every 10 feet indicating conformance to UL 181.

END OF SECTION

SECTION 23 81 27

MINI-SPLIT SYSTEM HEAT PUMP AIR CONDITIONING UNITS

PART 1 - GENERAL

1.1 SCOPE

A. Provide and install split system heat pump air conditioning systems with fan coil evaporator units as described on the drawings and as specified herein.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product data, including rated capacities, weights, furnished specialties and accessories and installation and start-up instructions.

B. Drawings: Submit manufacturer's drawings indicating dimensions, required clearances, and refrigeration component balance diagram.

C. Wiring Diagrams: Submit ladder-type wiring diagrams for power and control wiring. Differentiate between portions of wiring that are factory-installed and portions to be field-installed.

D. Maintenance Data: Submit maintenance data and parts list for each condensing unit, control, and accessory.

1.3 STORAGE AND HANDLING

A. Handle condensing units carefully to prevent damage, denting and scoring. Do not install damaged condensing units or components; replace with new.

B. Store condensing units and components in a clean dry place. Protect from weather, dirt, water, and construction debris.

C. Do not allow condensing units or evaporators to be used as work tables during construction.

1.4 Warranty

A. Full parts and labor warranty with no exclusions other than filter changes for 5 years from the date of substantial completion

B. The compressors shall carry 4 additional years of a parts-only warranty above the basic warranty period.

PART 2 - PRODUCTS

2.1 GENERAL

A. All major components, shall be from the same manufacturer:
1. LG
2. Mitsubishi
3. Trane
4. Carrier
5. Daikin
6. Pre-approved similar and equivalent manufacturers

B. Components shall have been tested as a system and shall have approved combination ratings.

C. System(s) shall be provided with all normal components, whether specifically mentioned or scheduled, to provide a safe and fully operational system.

D. System shall use refrigerant R-410A.

2.2 FAN-COIL UNITS

A. Each fan-coil unit shall be completely compatible with the variable refrigerant system and shall be capable of independent heating or cooling mode regardless of the mode of the other units.

B. Each unit shall be equipped with an integral condensate receiver and drain with adequate lift to pump the condensate to a remote drain.

C. Blower and Drive: Blower shall be forward curved, centrifugal type, statically and dynamically balanced at the factory. Blower motor shall be variable speed, direct drive type, and shall be resiliently mounted.

D. Coil: Coil shall be corrosion-proof with aluminum fins fitted to aluminum or copper tubes. Copper tube coils shall be factory coated to prevent corrosion. Joints shall be brazed or silver soldered to be leakproof. Coil shall be factory tested under pressure to ensure leakproof construction. Coil shall corrosion-proof drain pan with drain fittings. Coil shall have brazed copper refrigerant connections.

E. Provide integral condensate pump where unit cannot gravity drain into a drainage fixture.

2.3 OUTDOOR UNIT

A. Each unit shall come from factory complete with compressor(s), fan(s) and motor(s), outdoor coil, refrigerant circuits, and control panel, all enclosed in a casing with a grille or louver for condenser coil protection.

B. Casing shall be galvanized steel with a weather resistant finish. Access panels shall be provided for power, refrigerant circuits, and outdoor fans and coils. Refrigerant circuit stubs shall extend through cabinet for easy connection.

C. Each compressor shall be hermetically sealed scroll type, internally isolated, with crankcase heater, motor overload protection, and positive lubrication. Compressors shall be resiliently mounted and be provided with crankcase heaters.

D. Coil(s) shall be seamless copper or aluminum tubes with mechanically bonded aluminum fins. Each coil shall be factory tested at 450 psig under water and thoroughly dehydrated prior to assembling into unit. Provide hail guard for outdoor coils.

E. Accessories shall include an anti-cycle timer to prevent compressor short cycling, fan relay, liquid line filter dryer, lug adapter kit for single point connection, and any options or other accessories scheduled on the drawings.

2.4 CONTROLS

A. For each fan-coil unit, provide a programmable space thermostat.

2.5 REFRIGERANT PIPING

A. Materials – Type ‘K’ hard drawn ACR copper with wrought copper brazed fittings.

B. Insulate all refrigerant lines as recommended by the equipment manufacturer with Armaflex type piping insulation.

C. Sizing - Equipment manufacturer shall review refrigerant pipe routing and shall be responsible for correct refrigerant line sizing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Outdoor Unit
1. Install outdoor unit on level reinforced concrete pads where installed on grade. Ensure that each unit is level after installation.
2. Install each outdoor unit on a minimum of four 3/8" thick neoprene pads, one at each corner.

B. Evaporator Blower
1. Install each unit per manufacturer's instructions and/or as shown on drawings.
2. Install each unit level.
   a. Install units to be suspended from structure with a rubber-in-shear vibration isolator at each threaded rod hanger.
3. Remove all shipping blocks and restraints.
4. Block off or cap or otherwise seal openings in the cabinet to prevent entry of dirt and debris until connections are made.
5. Open access panels and inspect unit for any abnormalities,
6. Make connection to primary drain connection at the drain pan and route to plumbing waste receptor or as shown on drawings.
7. Make duct connections using flexible connectors. Verify that duct is independently and adequately supported.

C. Filters :
1. Do not run unit during construction.
2. Before start-up, provide and install clean filter(s).
3. Before acceptance by Owner, provide and install clean filter(s) and also provide to the Owner at least one clean filter of each size for each evaporator blower.

D. Clean the exterior of each unit to remove dirt, debris, etc.

3.2 REFRIGERANT PIPING

A. Install refrigerant piping in strict accordance with equipment manufacturer’s instructions.

B. Test refrigeration system in accordance with A.S.M.E. B31.5. Testing pressure shall not exceed maximum rating of weakest component of system. Hold test pressure for 72 hours prior to changing.
1. Place an initial charge of refrigerant in system for detection purposes.
2. Use dry nitrogen gas for pressure testing.

C. Check all joints with an electronic leak detector.

D. Cut out any joints found to be leaky and replace with new material.

E. Clean, evacuate, and initially charge line sets and equipment in strict accordance with manufacturer’s instructions.

3.3 CHECK-OUT: After complete installation but before start-up, verify the following:

A. Fan-coil and condensing unit properly installed and level,

B. Interior of each section is clean and free of debris, dirt, loose components, etc.,

C. Correct voltage supplied,

D. Correct type and size wire, fuses, and breakers are installed,

E. Low voltage wiring correct and complete,

F. Refrigerant lines properly installed and supported.

G. Refrigerant line length accurately measured for determination of final refrigerant charge adjustment

H. Condensate drain lines correctly pitched and unrestricted,

I. Blower rotates freely and set on correct speed,

J. Clean air filter properly installed,

K. All shipping blocks, packing, shipping screws, etc. are removed.

L. All access panels and covers in place and properly secured, and

M. Thermostat set in the "off" position.

3.4 START-UP

A. Supply initial charge of refrigerant and oil.

B. Before start-up, inspect the interior of each section to verify that it is clean and free of debris, dirt, loose components, etc.. Do not attempt to start-up a dirty unit.

C. Supply service of factory-trained representative to supervise testing, dehydration, charging of units, and start-up. Authorized start-up technician shall prepare and provide a start-up report for each split system.

D. Provide start-up services per manufacturer's instructions. Provide a start-up report for each heating/cooling unit including refrigerant system, heating system, and air system. At a minimum, the start-up report shall include the following information.

1. Air Moving System - Refer to section on system test and balance,
2. Refrigerant System - refrigerant charge, in pounds,
3. Heating System
   a. ambient dry bulb temperature,
   b. air temperatures at indoor unit,
   c. entering air dry bulb,
   d. leaving air dry bulb,
   e. voltage,
   f. amperage of each leg.
4. Cooling System
   a. ambient dry bulb temperature,
   b. air temperatures at indoor unit,
   c. entering air dry bulb and wet bulb,
   d. leaving air dry bulb and wet bulb,
   e. refrigerant suction line temperature
   f. at the evaporator coil,
   g. at the condenser coil,
   h. suction and liquid refrigerant pressure at condensing coil,
   i. applied voltage and running load amps, per phase, at outdoor unit.

END OF SECTION

SECTION 26 01 00

GENERAL REQUIREMENTS FOR ELECTRICAL WORK

PART 1 - GENERAL

1.1 SCOPE

A. This project involves construction of the project as titled above with associated site work as shown on the plans and described herein.

1.2 DRAWINGS

A. Contract drawings are diagrammatic only and do not give fully dimensioned locations of various elements. Contractor shall determine exact locations from field measurements. Refer also to all architectural, structural, etc., drawings. The lack of specific detail of all offsets, transitions, etc., shall not relieve the Contractor of responsibility to provide such necessary elements to coordinate his work with building construction and with other trades.

1.3 SUBSTITUTION

A. All bids shall be based only on the equipment and materials as scheduled on the drawings and/or as specified, or on equivalent equipment and materials from a pre-approved alternative manufacturer. No bids may be based on a substitute or other alternative without specific written prior approval from the Engineer. Any Bidder who assumes equivalence of products and who bases his/her bid on that assumption, does so at their own risk.

B. A listing of approved alternative manufacturers does not mean that all products of a particular alternative manufacturer are acceptable alternatives to the scheduled items; it merely means that for bidding prior approval is not required. All fixtures and devices must still be submitted according to the prescribed procedures. In addition, some items that have an important visual affect, e.g. electric water coolers, may be required to receive Engineer's or Owner's approval also.

C. Substitute equipment, components, devices and systems shall be fully compatible with the design intent and complete with all required costs included in the bid amount. This includes all modifications to support, structure, pipe and electrical sizing and components needed and all other items necessary for the substitute to perform with no additional cost to the project.

1.4 INTENT

A. All equipment, materials and labor that may be necessary to complete work in accordance with the intent of these plans and specifications shall be furnished by the Contractor without additional cost.

B. All systems represented in the documents shall, unless specifically noted to the contrary, be provided and installed complete with all necessary components to form a complete and functioning system. Submission of bids will be considered confirmation that complete and functional systems have been included in the bids.

C. If any discrepancies or confusion is perceived in the documents, the Contractor shall call such to the attention of the Engineer for clarification of the documents prior to bidding or construction. If any inconsistencies or contradictions within the construction documents are

discovered after the construction contracts are awarded, the Engineer shall determine the intent and correct interpretation of the construction documents.

D. Contractor shall supervise and direct the work competently and efficiently and in accordance with the drawings and specifications. Contractor shall be responsible for using construction means, methods, techniques, sequences, and procedures as are compatible with the project's requirements and will result in a project completed in accordance with the requirements of the drawings and specifications.

1.5 CODES, PERMITS AND FEES

A. Contractor shall comply with all local, state and national codes and shall pay for all applicable costs, fees and permits.

1.6 CONNECTION TO UTILITIES

A. Coordinate connections to utilities directly with utility providers.

B. Verify location, size, elevation, pressure, and any other pertinent data of existing utilities. Additional costs incurred due to a failure to verify such data and to coordinate associated work with respective utility providers shall be borne by Contractor.

C. All costs associated with providing utilities including, but not limited to, connection fees, boring under roads, etc., shall be included in the Contractor's bid price whether such costs are incurred by Contractor or charged by a utility company.

D. Submission of a bid by a Contractor shall be considered an acknowledgment by the Contractor of his compliance with this section.

E. Contractor shall connect water and waste piping and gas service to existing services in accordance with utility company regulations and shall pay all applicable fees and costs. NOTE: Excavate by hand and with caution to locate all utilities prior to machine excavation. Should any service be interrupted, Contractor shall repair it immediately and at no cost to the Owner.

1.7 CONNECTION OF EQUIPMENT PROVIDED BY OTHERS

A. Provide material and labor to connect equipment, components and systems provided by the Owner or other trades.

B. Particular attention is required for food service and kitchen area equipment. Review Construction Documents describing work in those areas. Coordinate installation requirements and timing with system installers and providers.

1.8 VIBRATION AND NOISE

A. Each of the various pieces of equipment shall operate without objectionable vibration or noise. All rotating equipment shall be statically and dynamically balanced and shall be mounted, supported, and fastened so that vibration shall not exceed levels specified for the equipment item. The specific type of vibration isolation to be installed shall be submitted to the Engineer for his approval.

B. If, in the opinion of the Engineer, objectionable vibration or noise or transmission thereof to the building occurs, the Contractor shall execute remedial measures as may be necessary to eliminate such unsatisfactory operating conditions, and the work and material thereby required shall be furnished and performed at the Contractor's expense.

1.9 GUARANTEE

A. Each Contractor shall guarantee all labor and materials furnished by him for a period of one year unless otherwise noted. Guarantee period shall extend from the time of final written acceptance of the installation or upon usage by a written directive from the Owner, whichever occurs first. The guarantee shall cover the repair or replacement, without additional cost to the Owner, of any defective material or faulty workmanship.

1.10 SERVICE

A. All necessary service of each system, such as adjustment of controls, air distribution, and water balancing valves, mechanical repair of equipment, and other work requiring specialized training, shall be furnished by the Contractor, at no cost to the Owner, for a period of one year, concurrent with the warranty period specified above.

1.11 SAFETY

A. General
   1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, and Contractor shall comply with all laws governing safety, specifically the "Occupational Safety and Health Standards" and the "Safety and Health Regulations for Construction", state and federal.

B. Hazardous Chemicals
   1. According to OSHA, a hazardous chemical is any chemical which is a physical hazard or a health hazard. This may include items such as paints, solvents, adhesives, sealants, cleaners, etc. If a contractor produces, uses, or stores hazardous chemicals at the workplace, then contractor shall develop, implement, and maintain a hazard communication program in compliance with latest OSHA requirements. In projects with multiple tenants in which the building is partially occupied during the project, contractor shall inform the building manager or owner, according to OSHA guidelines, of any hazardous chemicals being produced, stored, or used in the building so that other tenants may be notified. Contractor shall employ required methods of training, information, handling, ventilation, labeling, storing, disposal, and removal of hazardous chemicals.

1.12 COORDINATION

A. Each Contractor's bid shall include the necessary detail and interconnection work to coordinate his work with the work of other trades. Failure on the part of the Contractor to coordinate with all other trades resulting in interferences shall be sufficient reason to require the Contractor to replace or rebuild the work involved at no extra charge.

1.13 STORAGE OF MATERIALS

A. Each Contractor shall provide temporary storage facilities suitable for equipment stored at the job site. Storage facilities shall be rain-proof and lockable as required. Materials or equipment stored on site but not in a lockable, rain-proof storage facility shall be stored above ground or above slab. Contractor shall take necessary precautions to prevent entry of and/or damage from dirt, trash, water, or vermin. Equipment not properly stored and protected shall be, at the discretion of the Engineer, replaced at no cost to Owner. Roofs are not acceptable storage areas unless specifically allowed in writing by the Engineer.

PART 2 - PRODUCTS

2.1 SUBMITTALS

A. Provide submittal to the A/E within 45 days of commencement of the Contractor's agreement with the Owner.

B. In addition, submit specific information on equipment, products, and principal materials specified. Indicate and provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation. Include all items mentioned by model number and/or manufacturer's name in the specifications or on the drawings, including but not limited to the following:
   1. Electrical - Fixtures, panels, protective devices, wiring devices, switches, motor starters, transformers, conduit, and any other equipment or principal materials.

C. Prepare and submit large scale shop drawings (minimum ¼"= 1'-0") of the central mechanical room, central electrical room and each individual electrical room. These drawings shall show to scale the actual sizes of each piece of selected mechanical, plumbing and electrical equipment along with the required clearances for maintenance or removal/replacement. Provide bottom of pipe, duct, equipment or other such vertical obstructions. Provide sections where necessary and as requested by the Engineer for clarity to describe equipment heights, piping elevations and other such clearance issues. Drawings shall be prepared on maximum 30" X 42" sheets using AutoCad® 2004 format. Submit 6 copies of the drawing sheets and a compact disk with the drawing files.

D. Requirements for submittal
   1. Each submittal shall:
      a. bear a stamp or specific written indication that Contractor has reviewed and approved all submittals prior to submission to Engineer,
      b. have all information deleted by Contractor that pertains to the means and methods of construction or to the fabrication, assembly, installation, or erection process (approval by Engineer shall not extend to these areas unless specifically noted by Engineer),
      c. be clearly marked as to which specific piece of equipment is being submitted, by use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page,
      d. be clearly marked as to which available options are being submitted that are associated with a piece of equipment, and
      e. be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable Engineer to review the proposed equipment.
   2. Omission by Contractor of any of the above requirements for submittals will subject submittal to automatic rejection without review.
   3. Any submittals received by Engineer that were not requested shall be returned without review of any kind.

E. Substitutions
   1. In Addition, no substitution is allowable without Engineer's written approval ten days prior to bid due date (unless otherwise allowed by Engineer) unless the manufacturer is listed on the Drawings or in the specifications as being a pre-approved alternative manufacturer. Any submittal received without such written approval or prior approval is subject to unqualified rejection.
   2. Contractor's responsibility shall be to verify that submitted substitute equipment will fit in the space available. The Contractor's submittal for acceptance of the substitute shall include a written statement of whether or not such acceptance would require any subsequent or associated changes to the drawings or specifications. Any such changes shall be described in writing, briefly but completely.

3. The Contractor shall be responsible for the cost of any such modifications due to substitution of materials or equipment for that which was specified or scheduled. The cost shall be complete, that is, it shall include the costs affect on any and all other trades.
4. The Engineer may request shop drawings of mechanical rooms or systems of the substituted equipment.

F. Installation Instructions
1. For certain products or systems as identified in subsequent specification sections, the Contractor shall, as required, provide copies of manufacturer's installation instructions with the submittal. When required as such, the installation instructions are considered part of the submittal and their omission may result in automatic rejection of the submittal. Where more than one identical device is scheduled, only one set of installation instructions needs to be submitted, e.g., if seven five-ton split system air conditioners are scheduled, only one five-ton unit installation instructions need to be submitted. Similarly, if one set of installation instructions is identified by the manufacturer and on the instructions to be applicable to more than one type or size of devices, e.g., if one set of air conditioner instructions is good for three, four, and five-ton units, then only one instruction set is required for those devices.

2.2 MATERIALS

A. All materials shall be new and of the quality specified. Materials shall be free from defects. Where manufacturers' names are mentioned in these specifications or on the plans, it has been done in order to establish a standard of quality and construction.

B. Contractor will be responsible for transportation of his materials to and on the job and will be responsible for the storage and protection of his materials and work until the final acceptance of the job. At the end of each workday, each Contractor is responsible for covering or protecting his work or materials that may be susceptible to damage even if such damage is the result of unforeseen causes, e.g. an overnight thunderstorm. Failure to do so will be sufficient cause for rejection of any item in question, and any such item shall be replaced at Contractor's expense.

C. Contractor shall verify that all pieces of equipment will fit through available openings in building and that all equipment can be installed without modification of building structure.

2.3 LABELING

A. Each device for which an independent testing authority has established a standard shall have affixed a label indicating its compliance and listing. Such independent testing authorities shall include, but not be limited to, the following:

A.D.C.	Air Diffusion Council
A.G.A.	American Gas Association
A.M.C.A.	Air Movement and Control Association
A.N.S.I.	American National Standards Institute
A.R.I.	Air-Conditioning and Refrigeration Institute
A.S.H.R.A.E.	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.P.E.	American Society of Plumbing Engineers
A.S.S.E.	American Society of Sanitary Engineers
A.S.T.M.	American Society for Testing and Materials
A.W.W.A.	American Water Works Association
C.T.I.	Cooling Tower Institute
F.M.	Factory Mutual
I.A.P.M.O.	International Association of Plumbing and Mechanical Officials

I.C.B.O.	International Conference of Building Officials
M.S.S.	Manufacturers Standardization Society of the Valve and Fittings Industry
N.A.P.H.C.C.	National Association of Plumbing, Heating, Cooling Contractors
N.B.S.	National Bureau of Standards
N.E.B.B.	National Environmental Balancing Bureau
N.E.C.	National Electric Code
N.E.M.A.	National Electrical Manufacturers Association
N.F.P.A.	National Fire Protection Association
N.R.C.A.	National Roofing Contractors Association
N.S.F.	National Sanitation Foundation
P.D.I.	Plumbing and Drainage Institute
S.B.C.C.I.	Southern Building Code Congress International
S.M.A.C.N.A.	Sheet Metal and Air Conditioning Contractors' National Association
T.I.M.A.	Thermal Insulation Manufacturers Association
U.L.	Underwriters Laboratory

2.4 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Contractor shall prepare and provide four copies of operating and maintenance manuals. Contractor shall deliver these four bound sets to the Engineer for approval. Each manual shall be in a ring binder and shall be indexed with dividers for each section. Delivery of required documents is a condition of final acceptance.

B. Each manual shall contain at least the following:
   1. Certificates of acceptance from inspecting authorities,
   2. Waiver of all liens,
   3. For each piece of equipment:
      a. operating and safety instructions, service manuals, and parts lists applicable to each item of equipment furnished (Contractor shall clearly distinguish in the manual between information that pertains to the particular equipment and information which does not.),
      b. nameplate data and design parameters for equipment,
      c. name, phone number, and address of vendor, manufacturer's representative, and warrantee provider,
      d. start-up report, if applicable,
   4. copies of all shop drawings and as-built drawings (as-built drawings shall be on a reproducible vellum as produced by a Xerox or photographic process),
   5. copies of all approved submittals,
   6. warranties with start dates and end dates for each piece of equipment and/or for each system (warranties shall begin on date of substantial completion and acceptance by Owner),
   7. names, phone numbers and addresses of all subcontractors, vendors, manufacturer's representatives, and warrantee providers,
   8. certification letter from each Contractor that each system furnished and installed by that Contractor and/or Subcontractors is started-up, balanced, adjusted and checked for proper operation in accordance with the intent of the contract documents, and
   9. acceptance letter from each Contractor with blanks for date of acceptance and date of expiration of warranties and guarantees.

2.5 TAGGING

A. Equipment to be Tagged: Each major piece of equipment discussed in the specifications or scheduled on the drawings shall have affixed a tag showing the name or function of that piece. The list of equipment to receive tags shall include, but not be limited to, the following:

1. panelboards, switchgear, transformers, starters, safety switches, contactors, etc., with designation from drawing and indicating function or device served (e.g. - Rm 101 lighting contactor, CHP-1, etc.),
2. motor starters and contactors, indicating which devices are being controlled,
3. any other major piece of equipment.
4. Items which have no unique name, such as light fixtures need not have tags.

B. Tags
1. Material - Tags shall be engraved plastic, brass, or anodized aluminum. Surface mounted tags shall have pressure sensitive adhesive backing. Tags for outdoor use shall be mounted with brass screws.
2. Lettering - Characters shall be minimum 1/4" in height and shall be of a contrasting color to the tag.
3. Installation - Surface mounted tags with adhesive backs shall be applied only to clean, dry surfaces. Adhesive tags shall not be applied to surfaces that are subject to condensation or excessive heat.

C. Alternatives
1. For larger equipment such as large air handlers, switchgear, etc., the use of manufactured stencils (2-inch characters) and spray paint (in contrasting color to equipment) is an acceptable alternative.
2. Individual adhesive letters are not acceptable.
3. Other alternatives are acceptable only by submitting samples or manufacturer's literature to Engineer and receiving written permission.

2.6 MOTORS AND MOTOR STARTERS

A. Motors
1. Unless scheduled otherwise, each electric motor shall be high efficiency type.
2. Each single-phase motor larger than 1/10 (one-tenth) horsepower and each single phase motor that drives a pump or compressor shall be a permanent split capacitor type. Each polyphase squirrel-cage induction motor shall be an energy efficient type as defined in NEMA document No. MG1-1987.

B. Motor Connections
1. Motor starters, unless scheduled otherwise or packaged with the equipment shall be provided and installed by the Electrical Contractor. The Mechanical Contractor or other trades shall provide to the Electrical Contractor a complete list of motors requiring starters or other connections, including power and control, and shall include the following information for each such motor:
   a. a tag reference to the piece of equipment for which the motor is needed,
   b. the voltage and number of phases,
   c. the motor requirements in terms of horsepower, running load amps, full load amps, etc.,
   d. any other pertinent information required or requested by the Electrical Contractor.
2. The Electrical Contractor shall receive and review the above information and advise the Mechanical Contractor and Engineer of any discrepancies or required modifications. The Electrical Contractor shall provide and install the correct starter, conductors, and other devices per the electrical drawings, specifications, and National Electrical Code.

PART 3 - EXECUTION

3.1 WORKMANSHIP

A. The workmanship shall, in all respects, be of the highest grade, and all construction shall be done according to the best practices of the trade. Piping, ducting and conduit shall be concealed unless otherwise noted, and installed square to the building lines. Any work not meeting this requirement shall be replaced or rebuilt without extra expense to the Owner.

3.2 INTERIM CLEANING

A. The Contractor shall maintain the work area in a clean condition during the course of the work. All debris, scrap and surplus material shall be removed from the work area on a periodic basis with a minimum of at least once per day.

B. All stored material shall be support above floor level and be protected from becoming damaged or dirty.

C. All installed material shall have open ends closed and protected from entrance of foreign material during construction.

D. Prior to enclosing an area such as a ceiling or chase wall, the installed material and surrounding area shall be thoroughly cleaned. After removing loose material, the area shall be vacuum cleaned or blown out with a portable blower to remove dust from surfaces.

3.3 CUTTING, PATCHING, AND PENETRATIONS

A. No joists, beams, girders, columns, slabs, or other structural elements shall be cut, drilled, or altered in any way by the Contractor without first obtaining written permission and instructions from the Engineer.

B. Where cutting any non-structural element(s) of walls, floors or ceilings is necessary to permit the installation of any work under this contract, or to repair any defects that may appear up to the expiration of the guarantee, such cutting shall be done by Contractor with as little damage as reasonably possible to the element being cut, to adjacent elements, or to the work of other trades.

C. After the necessary work has been completed, the damage shall be repaired by the Contractor, who shall pay all costs of such cutting and patching. All patching or sealing of cuts, penetrations, etc., including final appearance of same, shall be done to the approval of the Engineer. In absence of specific finish instructions, provide finish to match adjacent surfaces.

D. Where a penetration or cutting of a ceiling, wall, or other building membrane is required or made, each such penetration or cut shall be made neatly with a cutting tool such as a saw, sharp knife, etc., and not with an impact tool such as a hammer, screwdriver, wrench, crowbar, etc. Each such penetration or cut shall be no larger than reasonably necessary, and penetrations in occupied or publicly accessible spaces shall have a chrome-plated escutcheon installed large enough to cover the entire opening.

E. Where a penetration is made in a fire-rated building assembly (wall, floor, ceiling, floor-ceiling, roof-ceiling, etc.) or in a membrane of a fire-rated assembly, and no specific firestopping assembly is shown on Drawings, Contractor shall provide and install a firestopping assembly or product as listed in the latest edition of U.L. Fire Resistance Directory. Firestopping assembly or product shall be appropriate for the size and material of the penetrating element, for the penetrated building element, for the presence or lack of insulation, for the size of the annulus around the penetrating element, etc. Contractor shall include firestopping assembly or product in submittals. Contractor shall review and verify fire-ratings of building assemblies as shown on Architectural plans. Lack of knowledge of a fire-rating of an building assembly shall not relieve Contractor of requirement to install firestopping.

3.4 EQUIPMENT AND PIPING SUPPORTS

A. All supporting systems for piping, equipment, and materials supported by the building structure shall be submitted to the Engineer for approval prior to purchase and installation.

B. Provide 3-1/2” (minimum, or as called out elsewhere) high concrete housekeeping pads for all floor mounted equipment, conduit, and piping. Pad shall have chamfered edges and be painted to match the floor.

3.5 ACCESSIBILITY

A. Access Panels
   1. Access panels shall be provided wherever necessary for possible future replacement, adjustment, or maintenance of operating devices such as machinery, valves, dampers, switches, relays, etc., or to other critical non-operating devices such as pull boxes, inspection parts, gauges, etc. Such access panels shall be provided and installed by Contractor, whether or not shown on drawings, and shall be brought to the attention of Engineer for his approval of type, color, etc. Where access is provided in rated members, the access panels shall be of a type that maintains the integrity of the member penetrated.

B. Access to Equipment
   1. All pipes, tubing, conduit, etc., including, but not limited to, chilled water and heating water piping, domestic cold water and hot water piping, fire sprinkler piping, waste and vent piping, drain piping of any type, electrical conduit, wiring not in conduit, and pneumatic control tubing shall be installed in such a way so as not to prevent and/or not to make unreasonably difficult the removal, operation, use, or maintenance of equipment, access panels or doors, pathways (especially in attics or crawl spaces), observation ports, measurement or balancing devices, junction boxes, etc.. If access for these purposes is prevented or made unreasonably difficult in the opinion of the Engineer, then the Contractor shall make modifications or repairs at no cost to anyone except the Contractor. Such modifications or repairs shall be considered neither complete nor adequate until the Engineer are satisfied that access for the above purposes is achieved.

3.6 FIELD REPORTS

A. The Contractor shall be required to respond all deficiency items noted in Field, Site Visit, Punch List and other such reports provided by the A/E. The response shall address each deficiency item in the same order as the report with annotations as to what was done to remedy the deficiency, who performed the work and when it was done.

3.7 OPERATING TESTS

A. General
   1. After all mechanical and electrical systems have been completed and put into operation, Contractor shall subject each system to an operating test under design conditions to ensure proper sequence and operation throughout the range of operation. All associated costs of such tests, including labor, fuel, apparatuses, piping, etc., shall be borne by the Contractor.
   2. Contractor shall make adjustments as required to ensure proper functioning of all systems. Special tests on individual systems are specified under individual sections. The Contractor shall return to the project during the first year and in the opposite season from which the system was initially operated and shall check the proper operation of the mechanical and electrical systems. Contractor shall perform any adjustments or corrective procedures required for the proper operation of all systems.

B. Notification

1. Contractor shall give the Engineer seven day's prior notification of any test so that the Engineer will have time to be present if he so desires.

C. Reports
   1. After each test is performed, the Contractor who performed the test shall prepare and issue a report to include the following information:

      a. Project name and location, date of the report,
      b. Contractor's name, address, and telephone number; if the Contractor performing the test is a Subcontractor, indicate also for whom the test is being performed, their name, address, telephone number, and a contact person's name,
      c. the date, or range of dates, of the test,
      d. the name of the Contractor's employee who was responsible for performing or for overseeing the performing of the test,
      e. a brief description of the system being tested,
      f. a brief description of the testing procedure,
      g. a summary of the test result(s),
      h. a brief assertion that the system was tested as stated and that the system complied with the requirements of the contract documents or those of the Authority Having Jurisdiction, whichever is the most stringent, and
      i. a hand-written date and signature of someone who has authority or responsibility from the company that performed test(s), and a hand-written brief note stating that the above information is true and accurate.
   2. If the tested system is tested in parts, then one report may be made after the last part is tested.
   3. The report shall be issued to the Engineer within five working days after the test is completed.
   4. Such reports shall be required of all mechanical or electrical systems which require tests for pressure, water tightness, flow, resistance, or conductivity.

D. Services of a Manufacturer's Representative
   1. Reports: For all major systems or equipment required by subsequent specifications sections to have tests or inspections by a manufacturer's representative, the manufacturer's representative shall prepare a written report to be sent to the Engineer for subsequent distribution to the Engineer, Owner, General Contractor, and to whomever else the Engineer deems necessary. The report shall include at least the following:
      a. date of the visit, name and title of the representative, name and location of the project,
      b. name and title of any observers,
      c. a brief description of the equipment being inspected and/or tested,
      d. a brief discussion of the quality of the installation including any important items (in the manufacturer's experience) that were done correctly, as well as any items that were done incorrectly or not to recommendations,
      e. a list of tests and/or inspections performed and the results of same, and
      f. a brief statement of whether the installation conforms to manufacturer's recommendations and/or requirements, and if not what is required to bring the installation into conformance.
   2. Deficiencies and Defects
      a. Contractor shall be responsible for providing all labor and materials, at no cost to anyone except Contractor, to correct any deficiencies or defects reported by manufacturer's representative.
      b. If, in the opinion of the manufacturer's representative, the deficiencies and defects are sufficiently serious, then Contractor shall arrange for, and bear all costs of, another inspection by manufacturer's representative after corrective measures have been taken.

3. The above process shall continue until the manufacturer's representative approves the installation.

3.8 INSTRUCTIONS FOR OWNER

A. Contractor shall instruct the Owner's operating personnel in the operation and maintenance of all mechanical equipment. Contractor shall furnish any special servicing tools required for maintenance.

3.9 DEMONSTRATION

A. Contractor shall conduct a demonstration of the installation upon completion of the work. Prior to this, all work shall have been completed, tested, balanced, and placed in operation. Qualified persons must be present at demonstration to operate all systems and prove the performance of the equipment. The schedule for this demonstration shall be coordinated with the Engineer.

3.10 CLEANUP

A. At substantial completion of the project, thoroughly clean all equipment and systems of all dirt, debris and foreign material.

B. This shall include cleaning coils and fans inside of air handlers, cleaning the interior of duct systems and wiping down the interior of all electrical equipment.

C. Remove all unused temporary wiring or construction lighting and power and all unused material from above the ceilings and from hidden recesses.

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes building wire and cable; nonmetallic-sheathed cable; direct burial cable; service entrance cable; armored cable; metal clad cable; and wiring connectors and connections.

B. Related Sections:
1. Section 26 05 53 - Identification for Electrical Systems: Product requirements for wire identification.

1.2 REFERENCES

A. International Electrical Testing Association:
1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SYSTEM DESCRIPTION

A. Product Requirements: Provide products as follows:
1. Solid copper conductor for feeders and branch circuits 12 AWG and smaller.
2. Stranded copper conductors for control circuits.
3. Stranded copper conductors larger than 12 AWG.
4. Conductor not smaller than 12 AWG for power and lighting circuits.
5. Conductor not smaller than 16 AWG for control circuits.
6. 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
7. 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.

B. Wiring Methods: Provide the following wiring methods:
1. Concealed Dry Interior Locations: Use only building wire THHN/THWN insulation, in raceway.
2. Concealed Dry Interior Locations: For lighting whips and drops to single outlet or switch and within wall cavities THHN/THWN insulation with grounding strip for exterior of metal clad cable and green insulated ground wire complying with NEC requirements may be used at contractor’s option.
3. Exposed Dry Interior Locations: Use only building wire THHN/THWN insulation, in raceway.
4. Wet or Damp Interior Locations: Use only building wire THHN/THWN insulation, in raceway.
5. Exterior Locations: Use only building wire THHN/THWN insulation, in raceway.
6. Underground Locations: Use only building wire THHN/THWN insulation, in raceway.

1.4 SUBMITTALS

A. Section 26 01 00 - Submittal Procedures: Requirements for submittals.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of components and circuits.

1.6 FIELD MEASUREMENTS

A. Verify field measurements are as indicated on Drawings.

1.7 COORDINATION

A. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.

B. Wire, conduit and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10 ft of length shown.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Product Description: Single conductor insulated wire.

B. Conductor: Copper.

C. Insulation: 600 volt rating; thermoplastic material rated 90 degrees C.

2.2 METAL CLAD CABLE

A. Conductor: Copper.

B. Insulation Voltage Rating: 600 volts.

C. Insulation Temperature Rating: 90 degrees C.

D. Insulation Material: Thermoplastic.

E. Insulated green grounding conductor.

F. Armor Design: Interlocked metal tape.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify interior of building has been protected from weather.

B. Verify mechanical work likely to damage wire and cable has been completed.

C. Verify raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 INSTALLATION

A. Route wire and cable to meet Project conditions.

B. Neatly train and lace wiring inside boxes, equipment, and panelboards.

C. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.

D. Special Techniques--Building Wire in Raceway:
   1. Pull conductors into raceway at same time.
   2. Install building wire 4 AWG and larger with pulling equipment.

E. Special Techniques - Cable:
   1. Protect exposed cable from damage.
   2. Support cables above accessible ceiling, using spring metal clips to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
   3. Use suitable cable fittings and connectors.

F. Special Techniques - Wiring Connections:
   1. Clean conductor surfaces before installing lugs and connectors.
   2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
   3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
   4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
   5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
   6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

G. Install solid conductor for feeders and branch circuits 12 AWG and smaller.

H. Install stranded conductors for branch circuits 10 AWG and larger. However, when stranded conductors are used in lieu of solid, then install crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under screws.

3.4 WIRE COLOR

A. General
   1. For wire sizes 10 AWG and smaller, install wire colors in accordance with the following – unless governed by other local code amendments:
      a. Black and red for single phase circuits at 120/240 volts.
      b. Black, red and blue for circuits at 120/208 volts single or three-phase.
      c. Purple, brown, and yellow for circuits at 277/480 volts single or three-phase.
   2. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices, and boxes. Colors are as follows:

a. Black and red for single phase circuits at 120/240 volts.
b. Black, red, and blue for circuits at 120/208 volts single or three-phase.
c. Purple, brown, and yellow for circuits at 277/480 volts single or three-phase.

3. If there is a local code stating wire color, the local code shall supersede.

B. Neutral Conductors: White 120/208 volts, neutral gray 277/480 volts. When two or more neutrals are located in one conduit, individually identify each with proper circuit number.

C. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.

D. Feeder Circuit Conductors: Uniquely color code each phase.

E. Ground Conductors:
1. For 6 AWG and smaller: Green.
2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

END OF SECTION

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Conduit supports.
2. Formed steel channel.
3. Spring steel clips.
4. Firestopping relating to electrical work.
5. Firestopping accessories.
6. Equipment bases and supports.

1.2 REFERENCES

A. ASTM International:
1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
2. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
3. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.
4. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.

B. FM Global:
1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.

C. National Fire Protection Association:
1. NFPA 70 - National Electrical Code.

D. Underwriters Laboratories Inc.:
1. UL 263 - Fire Tests of Building Construction and Materials.
2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
3. UL 1479 - Fire Tests of Through-Penetration Firestops.
4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.
5. UL - Fire Resistance Directory.

E. Intertek Testing Services (Warnock Hersey Listed):
1. WH - Certification Listings.

1.3 DEFINITIONS

A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SUBMITTALS

A. Shop Drawings: Indicate system layout with location and detail of trapeze hangers.

B. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
   2. Firestopping: Submit data on product characteristics, performance and limitation criteria.

C. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.

D. Design Data: Indicate load carrying capacity of trapeze hangers.

E. Manufacturer's Installation Instructions:
   1. Hangers and Supports: Submit special procedures and assembly of components.
   2. Firestopping: Submit preparation and installation instructions.

F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

G. Engineering Judgments: For conditions not covered by UL or WH listed designs, submit judgments by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting code fire protection requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.

B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

PART 2 - PRODUCTS

2.1 CONDUIT SUPPORTS

A. Manufacturers:
   1. Allied Tube & Conduit Corp.
   2. Electroline Manufacturing Company
   3. B-Line
   4. Unistrut
   5. Power Strut
   6. Kindorf

B. Hanger Rods: Threaded high tensile strength galvanized carbon steel with free running threads. Minimum diameter 3/8 inch.

C. Beam Clamps: Malleable Iron, with tapered hole in base and back to accept either bolt or hanger rod. Set screw: hardened steel.

D. Conduit clamps for trapeze hangers: Galvanized steel, notched to fit trapeze with single bolt to tighten.

E. Conduit clamps - general purpose: One-hole malleable iron for surface mounted conduits.

F. Cable Ties: High strength nylon temperature rated to 185 degrees F. Self locking.

2.2 FORMED STEEL CHANNEL

A. Manufacturers:
1. Allied Tube & Conduit Corp.
2. B-Line Systems
3. Midland Ross Corporation, Electrical Products Division.
4. Unistrut Corp.
5. Powerstrut
6. Kindorf

B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.3 SPRING STEEL CLIPS

A. Product Description: Mounting hole and screw closure.

2.4 FIRESTOPPING

A. Manufacturers:
1. Dow Corning Corp.
2. Fire Trak Corp.
3. Hilti Corp.
4. International Protective Coating Corp.
5. 3M fire Protection Products.
6. Specified Technology, Inc.

B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.

1. Silicone Firestopping Elastomeric Firestopping: Single component silicone elastomeric compound and compatible silicone sealant.
2. Foam Firestopping Compounds: Single component foam compound.
3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
4. Fiber Stuffing and Sealant Firestopping: Composite of mineral or ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
7. Firestop Pillows: Formed mineral fiber pillows.

2.5 FIRESTOPPING ACCESSORIES

A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

B. Dam Material: Permanent:
   1. Mineral fiberboard.
   2. Mineral fiber matting.
   3. Sheet metal.
   4. Plywood or particle board.
   5. Alumina silicate fire board.

C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

D. General:
   1. Furnish UL listed products or products tested by independent testing laboratory.
   2. Select products with rating not less than rating of wall or floor being penetrated.

E. Non-Rated Surfaces:
   1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where piping is exposed.
   2. For exterior wall openings below grade, furnish mechanical sealing device to continuously fill annular space between piping and cored opening or water-stop type wall sleeve.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify openings are ready to receive sleeves.

B. Verify openings are ready to receive firestopping.

3.2 PREPARATION

A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.

B. Remove incompatible materials affecting bond.

C. Install backing and damming materials to arrest liquid material leakage.

D. Obtain permission from Contacting Officer before using powder-actuated anchors.

E. Do not drill or cut structural members.

3.3 INSTALLATION - HANGERS AND SUPPORTS

A. Anchors and Fasteners:

1. Concrete Structural Elements: Provide precast inserts, expansion anchors and preset inserts.
2. Steel Structural Elements: Provide beam clamps and spring steel clips.
3. Concrete Surfaces: Provide expansion anchors.
4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Provide toggle bolts and hollow wall fasteners.
5. Solid Masonry Walls: Provide expansion anchors and preset inserts.
6. Sheet Metal: Provide sheet metal screws.
7. Wood Elements: Provide wood screws.

B. Install conduit and raceway support and spacing in accordance with NEC.

C. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.

D. Install multiple conduit runs on common hangers.

E. Supports:
1. Fabricate supports from structural steel or formed steel channel. Install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.
2. Install surface mounted cabinets and panelboards with minimum of four anchors.
3. In wet and damp locations install steel channel supports to stand cabinets and panelboards 1 inch off wall.
4. Support vertical conduit at every other floor.

END OF SECTION

SECTION 26 05 33

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
   2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
   3. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).

B. National Electrical Manufacturers Association:
   1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
   2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
   3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
   4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
   5. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
   6. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
   7. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

A. All wiring shall be in conduit unless specifically noted otherwise.

B. All conduit shall be concealed behind walls, below floors, below roof and above ceilings unless the space is an unfinished area or utility space such as a mechanical or electrical room or unless specifically noted otherwise.

C. All conduit shall be run above slab unless specifically shown on the drawings or described otherwise.

D. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.

1.4 DESIGN REQUIREMENTS

A. Minimum Raceway Size: ½ inch unless otherwise specified.

1.5 SUBMITTALS

A. Product Data: Submit for the following:
   1. Flexible metal conduit.
   2. Liquidtight flexible metal conduit.
   3. Nonmetallic conduit.
   4. Flexible nonmetallic conduit.
   5. Nonmetallic tubing.
   6. Raceway fittings.
   7. Conduit bodies.
   8. Surface raceway.
   9. Wireway.
   10. Pull and junction boxes.
   11. Handholes.

B. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents:

   1. Record actual routing of conduits larger than 2 inches.
   2. Record actual locations and mounting heights of outlet, pull, and junction boxes.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

B. Protect PVC conduit from sunlight.

1.8 COORDINATION

A. Coordinate location of boxes and devices with architectural elevations and shop drawings of mill and casework.

B. Coordinate mounting heights, orientation, and locations of outlets mounted above counters, benches, and backsplashes.

C. Coordinate switch locations with door swings.

PART 2 - PRODUCTS

2.1 METAL CONDUIT

A. Rigid Steel Conduit (RMC-S): ANSI C80.1.

B. Rigid Aluminum Conduit (RMC-A): ANSI C80.5.

C. Intermediate Metal Conduit (IMC): Rigid steel.

D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

2.2 PVC COATED METAL CONDUIT

A. Product Description: NEMA RN 1; rigid steel conduit (RMC-S) with external PVC coating, 20 thick.

B. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit.

2.3 FLEXIBLE METAL CONDUIT

A. Product Description: (FMC) Interlocked steel construction.

B. Fittings: ANSI/NEMA FB 1.

2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Product Description: (LFMC) Interlocked steel or aluminum construction with PVC jacket.

B. Fittings: ANSI/NEMA FB 1.

2.5 ELECTRICAL METALLIC TUBING (EMT)

A. Product Description: ANSI C80.3; galvanized tubing.

B. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel, compression or set screw indenter type.

C. Provide connectors with insulated throat.

2.6 NONMETALLIC CONDUIT

A. Product Description: NEMA TC 2; Schedule 40 PVC (RNC-40) and Schedule 80 PVC (RNC-80).

B. Fittings and Conduit Bodies: NEMA TC 3.

2.7 WIREWAY

A. Product Description: General purpose and Raintight type wireway.

B. Knockouts: None.

C. Size: as indicated on Drawings.

D. Cover: Screw cover.

E. Connector: Slip-in.

F. Fittings: Lay-in type with removable top, bottom, and side; captive screws and drip shield.

G. Finish: Rust inhibiting primer coating with gray enamel finish.

2.8 OUTLET BOXES

A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
   1. Minimum 4”x 4”x 2-1/8” deep
   2. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch male fixture studs where required.
   3. Concrete Ceiling Boxes: Concrete type.
   4. Provide boxes installed inside wall cavities with back brace to prevent deflection of box away from finished wall surface.
   5. Provide plaster rings of correct depth to match wall thickness and finishes. Verify wall and finish thickness from Architectural documents prior to installation. Wiring devices shall be snuggly attached to boxes. Wiring devices supported by plaster ears of the device or field made spacers will not be acceptable. Remedy of this situation will require removal and replacement of the plaster ring with one of proper depth and repair of the wall and finishes.

B. Nonmetallic Outlet Boxes: NEMA OS 2.

C. Cast Floor Boxes: NEMA FB 1, Type FD, aluminum or cast feralloy. Furnish gasketed cover by box manufacturer.

D. Wall Plates for Finished Areas: As specified in Section 26 27 26.

E. Wall Plates for Unfinished Areas: Furnish gasketed cover.

2.9 PULL AND JUNCTION BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

B. Hinged Enclosures: As specified in Section 26 27 16.

C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
   1. Material: Galvanized cast iron or Cast aluminum.
   2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

D. In-Ground Cast Metal Box: NEMA 250, Type 6, flanged, recessed cover box for flush mounting:
   1. Material: Galvanized cast iron or Cast aluminum.
   2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
   3. Cover Legend: "ELECTRIC".

E. Fiberglass Handholes: Die-molded, glass-fiber [concrete composite] hand holes:
   1. Cable Entrance: Pre-cut 6 inch x 6 inch cable entrance at center bottom of each side.
   2. Cover: Glass-fiber, weatherproof cover with nonskid finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 APPLICATION - RACEWAY

A. Dry Locations, Concealed within or suspended under building:
   1. EMT.
   2. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas.
   3. Provide hinged enclosure for large pull boxes.

B. Wet and Damp Locations, Concealed within or suspended under building:
   1. RMC-S, RMC-A or IMC.
   2. Provide cast metal or nonmetallic outlet, pull, and junction boxes.

C. Exposed within building
   1. Below 8’-0” above finished floor: RMC-S, RMC-A or IMC.
   2. Above 8’-0”: EMT
   3. Provide sheet-metal boxes.
   4. Provide flush mounting outlet box in finished areas.
   5. Provide hinged enclosure for large pull boxes.

D. Exposed exterior to building:
   1. Exposed areas:
      a. RMC-S, RMC-A, or IMC.
      b. Provide cast metal or nonmetallic outlet, pull, and junction boxes.

E. Connections to equipment:
   1. Within building or suspended under building: FMC
   2. Exterior to building: LFMC
   3. Length of connector: 3’-0” maximum unless noted otherwise.

3.3 INSTALLATION

A. Ground and bond raceway and boxes in accordance with Section 26 05 26.

B. Fasten raceway and box supports to structure and finishes in accordance with Section 26 05 29.

C. Identify raceway and boxes in accordance with Section 26 05 53.

D. Arrange raceway and boxes to maintain headroom and present neat appearance.

3.4 INSTALLATION - RACEWAY

A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.

B. Do not install raceway underground or under-slab unless specifically noted otherwise.

C. Arrange raceway supports to prevent misalignment during wiring installation.

D. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

E. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29.

F. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports.

G. Do not attach raceway to ceiling support wires or other piping systems.

H. Construct wireway supports from steel channel specified in Section 26 05 29.

I. Route exposed raceway parallel and perpendicular to walls.

J. Route raceway installed above accessible ceilings parallel and perpendicular to walls.

K. Route conduit in and under slab from point-to-point.

L. Maintain clearance between raceway and piping for maintenance purposes.

M. Maintain 12 inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.

N. Cut conduit square using saw or pipe cutter; de-burr cut ends.

O. Bring conduit to shoulder of fittings; fasten securely.

P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.

Q. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.

R. Install no more than equivalent of three 90 degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install hydraulic one-shot bender to fabricate bends in metal conduit larger than 2 inch size.

S. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.

T. Install fittings to accommodate expansion and deflection where raceway crosses control and expansion joints.

U. Install insulated bushings or insulated throat bushings at all connections to boxes, fixtures, equipment or other devices and terminations.

V. Install suitable pull string or cord in each empty raceway except sleeves and nipples.

W. Install suitable caps to protect installed conduit against entrance of dirt and moisture.

X. Surface Raceway: Install flat-head screws, clips, and straps to fasten raceway channel to surfaces; mount plumb and level. Install insulating bushings and inserts at connections to outlets and corner fittings.

Y. Close ends and unused openings in wireway.

3.5 INSTALLATION - BOXES

A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings or as indicated in architectural elevations. Receptacles shall be mounted at 18” and switches at 48” to center AFF if not otherwise noted.

B. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.

C. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26 or as indicated in Architectural elevations.

D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.

E. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

F. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

G. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches of separation. Install with minimum 24 inches of separation in acoustic rated walls.

H. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

I. Install stamped steel bridges to fasten flush mounting outlet box between studs.

J. Provide proper bridging or back-of-box support so that there is no deflection in the box when operating a switch or plugging in a cord cap. Inadequately supported boxes and devices shall be removed, repaired and refinished.

K. Install flush mounting box without damaging wall insulation or reducing its effectiveness.

L. Install adjustable steel channel fasteners for hung ceiling outlet box.

M. Do not fasten boxes to ceiling support wires or other piping systems.

N. Support boxes independently of conduit.

O. Install gang box where more than one device is mounted together. Do not use sectional box.

P. Install gang box with plaster ring for single device outlets.

Q. All boxes shall be mounted so that the devices and cover plates are flush to the walls, plumb and level with adjacent devices. If devices are not plumb, the box shall be removed and straightened. Any finishes damaged shall be repaired to the satisfaction of the Contacting Officer.

3.6 INTERFACE WITH OTHER PRODUCTS

A. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation.

B. Locate outlet boxes to allow luminaires positioned as indicated on Drawings.

C. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

3.7 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.

B. Install knockout closures in unused openings in boxes.

3.8 CLEANING

A. Clean interior of boxes to remove dust, debris, and other material.

B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes field applied:
   1. Nameplates.
   2. Labels.
   3. Wire markers.
   4. Conduit markers.
   5. Stencils.
   6. Lockout Devices.

1.2 REFERENCES

A. NFPA 70 – National Electrical Code

1.3 SUBMITTALS

A. Product Data:
   1. Submit manufacturer’s catalog literature for each product required.
   2. Submit electrical identification schedule including list of wording, symbols, letter size, color coding, tag number, location, and function.

B. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept identification products on site in original containers. Inspect for damage.

B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

C. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Install labels and nameplates only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

A. Product Description:
   1. Laminated three-layer plastic with engraved black letters on white contrasting background color.

B. Letter Size:
   1. 1/8 inch high letters for identifying individual equipment and loads.
   2. 1/4 inch high letters for identifying grouped equipment and loads.

C. Minimum nameplate thickness: 1/8 inch.

2.2 WALL PLATE IDENTIFICATION

A. Section 26 27 26 – Wire Devices: Cover plate identification.

2.3 WIRE MARKERS

A. Description: Cloth tape, split sleeve, or tubing type wire markers.

B. Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number as indicated on Drawings.
   2. Control Circuits: Control wire number as indicated on Drawings.

2.4 CONDUIT AND RACEWAY MARKERS

A. Description: Labels fastened with adhesive or Stencils.

B. Color:
   1. 480 Volt System: Red lettering on white background.
   2. 208 Volt System: Black lettering on white background.

C. Legend:
   1. 277/480 Volt System: HIGH VOLTAGE.
   2. 208 Volt System: 208 VOLTS.

2.5 STENCILS

A. Stencils: With clean cut symbols and letters of following size:
   1. Up to 2 inches Outside Diameter of Raceway: 1/2 inch high letters.
   2. 2-1/2 to 6 inches Outside Diameter of Raceway: 1 inch high letters.

B. Stencil Paint: As specified in Section 09 90 00, semi-gloss enamel, colors conforming to the following:
   1. Black lettering on white background.
   2. White lettering on gray background.
   3. Red lettering on white background for emergency circuits.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

A. Install identifying devices after completion of painting.

B. Nameplate Installation:
   1. Install nameplate parallel to equipment lines.
   2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
   3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
   4. Secure nameplate to equipment front using screws or rivets.
   5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.
   6. Install nameplates for the following:
      a. Switchboards.
      b. Panelboards.
      c. Transformers.
      d. Service Disconnects.
      e. Equipment Disconnects.
      f. Starters.
      g. Equipment Controllers (VFD, Contactors, etc.)

C. Label Installation:
   1. Install label parallel to equipment lines.
   2. Install labels for permanent adhesion and seal with clear lacquer.

D. Wire Marker Installation:
   1. Install wire marker for each conductor at panelboard gutters, pull boxes, and each load connection.
   2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.

E. Raceway Marker Installation:
   1. Install raceway marker for each conduit or raceway longer than 20 feet.
   2. Raceway Marker Spacing: 20 feet on center.
   3. Raceway Painting: Identify conduit using field painting in accordance with Section 09 90 00
      a. Paint colored band on each conduit longer than 20 feet.
      b. Paint bands 20 feet on center.
      c. Color:

1) 480 Volt System: Blue.
2) 208 Volt System: Yellow.

F. Stencil Installation:
1. Apply stencil painting in accordance with architectural painting Section.

END OF SECTION

SECTION 26 51 01

LIGHTING

PART 1 - GENERAL

1.1 SCOPE

A. Furnish and install all labor and materials as required for complete and working lighting system including:
   1. Light Fixtures

1.2 GENERAL

A. Provide interior lighting fixtures and emergency lighting units that have been UL listed and labeled.

1.3 SUBMITTALS

A. Submit manufacturer's data on lighting fixtures, lamps, and ballasts.
   1. Include electrical ratings and photometric data with certified results of independent laboratory tests.
   2. Include data on batteries of emergency lighting units.

B. Submit dimensioned drawings of lighting fixtures. Submit fixture shop drawings in booklet form with separate sheet for each fixture, assembled in order of luminaire "Type" designation with proposed fixture and accessories clearly indicated on each sheet.

PART 2 - PRODUCTS

2.1 LIGHTING FIXTURES

A. Provide lighting fixtures and components of sizes, types, and ratings as indicated on drawings and listed in fixture schedule, complete with drivers, ballasts, lamps, starters, suspension accessories, canopies, hickey, casings, sockets, lamp holders, frames, housings, and wiring. Verify type and fire-rating of actual ceiling suspension system to be installed by Ceiling Contractor prior to ordering fixtures. If fixture type designation is omitted, fixture shall be same type as scheduled for rooms of similar usage.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Lighting fixtures shall be installed in symmetrical patterns with ceiling grids, partitions, air devices, speakers, etc. Locations shown on electrical drawings are of a general nature and shall not be scaled for location. Contractor shall refer to Architectural reflected ceiling plans for specific locations of light fixture locations.

B. Fixtures shall be installed in neat, workmanlike appearance. Recessed fixtures shall have trims or frames installed "snug" to ceilings; surface mounted fixtures shall have housings

installed "snug" to ceilings and plumb; stem mounted fixtures shall have stems installed plumb.

C. Clean fixtures of dirt and debris upon completion of installation. Protect fixtures already installed, from damage during remainder of construction.

D. Recessed lighting fixtures shall have four (4) tie wires on each fixture (one at each corner) connected to structure. Connection to other systems is not acceptable. Tie wires shall be galvanized steel, as used for suspending ceiling tiles.

E. Upon completion of installation of lighting fixtures, and after building circuitry is energized, apply energy to demonstrate compliance with requirements. Correct malfunctioning units and replace defective lamps, then retest.

END OF SECTION

Commissioners Court - Regular Session **41.**

Meeting Date: 12/12/2023

New Road & Bridge Yard Shed

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a CoOp Construction Contract between Williamson County and G2 Construction Services, Inc. relating to the Road & Bridge New Yard Shed (FY 24 Road and Bridge Project).

Background

This CoOp Contract for General Construction is made to remove existing concrete piers, install new piers, and construct a metal storage structure.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

R&B New Yard Shed

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/04/2023 03:38 PM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 09:23 AM
Form Started By: Christy Matoska		Started On: 12/04/2023 03:21 PM
Final Approval Date: 12/06/2023		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – TIPS – Contract Number 211011)

PROJECT:	**New Road & Bridge Yard Shed**	("Project")
GENERAL CONTRACTOR:	**G2 Construction Services, Inc.** Jimmy S. Gibson, Vice President 3300 Shell Road, Suite 3 Georgetown, TX 78628	("GC")
ARCHITECT & ENGINEER:	**Williamson County Architect** Trenton H. Jacobs, AIA 3101 SE Inner Loop Georgetown, TX 78626	("A/E")
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626	

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **removal of existing concrete piers. New Piers to be 12' deep 16"-18" width, 3800 psi concrete with #4 cages. Construct 100'x24'x12'high at entry three-sided metal storage structure. All weld building, full trim kit included.** (hereinafter called the "Project");

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

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

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

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

2.3 GENERAL CONDITIONS

2.3.1
The term “Contractor” as used herein or in the UGCs shall mean GC.

2.3.2
The term “Owner” as used herein or in the UGCs shall mean County.

2.3.3
The term “Architect” as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Sixty (60) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ($ 750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC’s safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One Hundred Forty Six Thousand Dollars ($ 146,000.00)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **many layers of previous repairs and remodels** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Fourteen Thousand Six Hundred Dollars ($ 14,600.00)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

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

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

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

binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

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

G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 3
Georgetown, TX 78628

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

ARTICLE 7
NOTICE

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

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

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

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street

Georgetown, Texas 78626

GC: G2 Construction Services
3300 Shell Road, Suite 3
Georgetown, TX 78628

Attention: Jimmy S. Gibson
Vice President

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement

to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction / Design Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction / Design Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, 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.

GC:
G2 Construction Services, Inc.

By: _____
Signature

Jimmy S. Gibson
Printed Name

Vice President
Title

Date Signed: 12/4/23

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

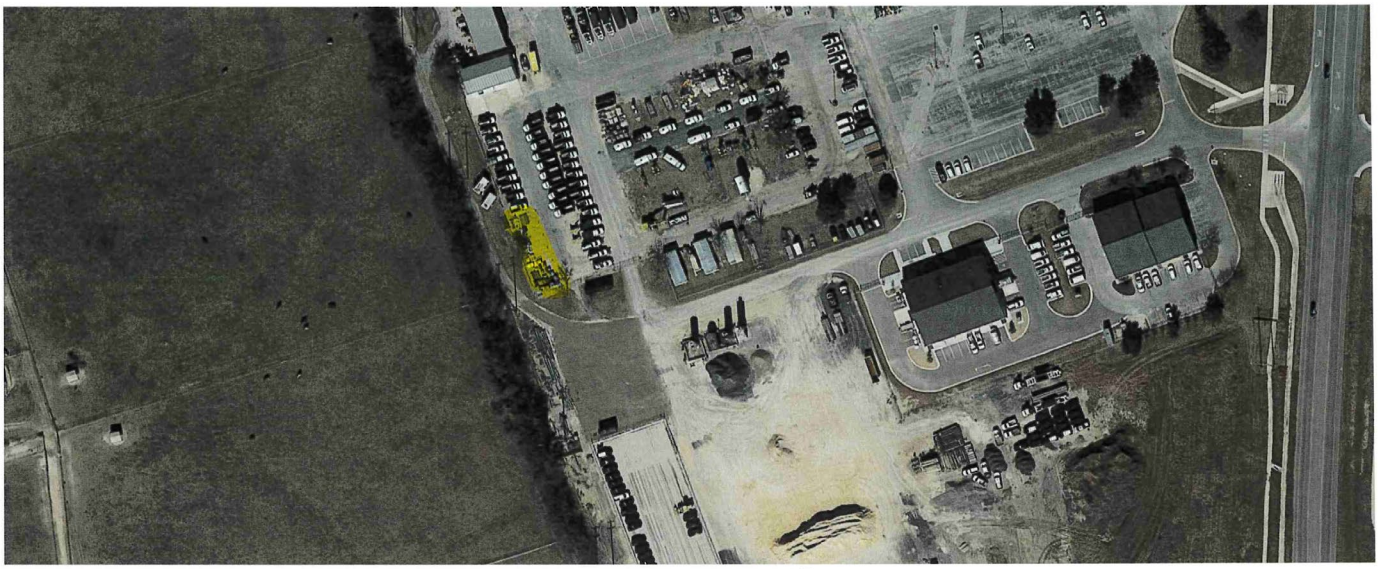
Date Signed: _____

EXHIBIT A

CONSTRUCTION / DESIGN DOCUMENTS

Attach documents below:

PROJECT DESCRIPTION / Now that all R&B crews report to the Central Maintenance Facility (CMF) in Georgetown, additional space is needed. Build a 3-sided metal storage building CMF to provide more covered storage for equipment, vehicles, and sign-making materials.



3151 SE INNER LOOP, GEORGETOWN

– HIGHLIGTED AREA
METAL 3 SIDED SHED

The scope is as follows below.

1. **Remove and replace all existing concrete piers. New piers to be 12' deep 16" – 18" width, 3800 psi concrete with #3 and #4 cages within.**
2. **Supply and install 100' x 24' x 12' high at entry, three-sided storage structure.**
3. **I beam frame, using 4" x 4" post.**
4. **26 gage tan walls and tan roof, with green trim to match existing buildings on site.**
5. **All weld building, full trim kit to be included.**

SECTION 13 34 19

METAL BUILDING SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes pre-engineered, shop fabricated structural steel building frame (primary framing and secondary system to be Hot Dipped Galvanized); metal wall and sloped roof system including, soffits, flashing, rakes, ridge cap, and gutter and downspouts.

1.2 REFERENCES

A. American Institute of Steel Construction:
B. ASTM International:
C. American Welding Society:
D. Metal Building Manufacturers Association:
E. SSPC: The Society for Protective Coatings:
F. Underwriters Laboratories Inc.:

1.3 SYSTEM DESCRIPTION

A. A rigid frame with straight columns and roof beams and gabled roof.
B. Bay Spacing: Bay Spacing: Dimension between main frames measured normal to frame (at centerline of frame) for interior bays, and dimension from centerline of first interior main frame measured normal to end wall (outside face of end-wall girt) for end bays per plans.
C. Primary Framing: Rigid frame of rafter beams and columns, intermediate columns, end wall columns, and wind bracing.
1. Standard primed steel.
2. Hot Dipped Galvanized Finish.
D. Secondary Framing: Purlins, girts, eave struts, sill supports clips, and other items detailed.
1. Standard primed steel.
2. Hot Dipped Galvanized Finish.
E. Wall System: Pre-finished, Preformed metal panels of vertical profile, with sub-girt framing/anchorage assembly, and accessory components.
F. Roof System: Pre-Finished, Preformed metal panels of upslope standing seam profile, with sub-girt framing/anchorage assembly, insulation, and accessory components.
G. Roof Slope: as per plans.
H. Anchor Bolts: as specified by the building manufacturer.

1.4 DESIGN REQUIREMENTS

A. Design members to withstand dead load, applicable snow load, and design loads due to pressure and suction of wind calculated in accordance with latest version of the

International Building Code (IBC) design load schedule and industrial, mechanical and electrical equipment indicated.

B. Structural Framing: Design primary and secondary structural members and exterior covering materials for applicable load combinations in accordance with the Metal Building Manufacturer's Association's (MBMA) "Design Practices Manual". Primary structural frames shall be designed as pinned - based frames. Lateral drift of primary frames shall be limited to the eave height (in inches) / 240.

C. Structural Steel: For the design of structural steel members, comply with the requirements of the American Institute of Steel Construction (AISC) "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" for design requirements and allowable stresses. Total load deflections shall be limited to L/240.

D. For welded connections, comply with the American Welding Society's (AWS) "Standard Code for Arc and Gas Welding in Building Construction" for welding procedures.

E. Tolerances: Fabrication shall conform to the fabrication tolerances published in the MBMA "Common Industry Practices".

F. Design Loads: Basic design loads, as well as collateral loads, are as specified.
   1. Basic design loads include, in addition to dead load, live load and wind load.
   2. Collateral loads include additional dead loads over and above the weight of the metal building system such as mechanical and electrical systems.
   3. Design each member to withstand stresses resulting from combinations of loads that produce the maximum allowable stresses in that member as prescribed in MBMA's "Design Practices Manual" Section 9 of Design Practices.

G. Design members to withstand UL 580 - Uplift Resistance, Uplift Class 90 as tested by the Building Manufacturer, or wind load per IBC, whichever is more stringent.

H. Maximum allowable deflection: 1/240 of span with imposed loads for exterior wall and roof system.

I. Provide drainage to exterior for water entering or condensation occurring within wall or roof system.

J. Permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of 150 degrees F.

K. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

L. Thermal Performance:
   1. Thermal Resistance of Calculated Wall System: R Value of 19 at conditioned space
   2. Thermal Resistance of Calculated Wall System: R Value of 19 at semi-heated space
   3. Thermal Resistance of Calculated Roof System: R Value of 30 at conditioned space
   4. Thermal Resistance of Calculated Roof System: R Value of 30 at semi-heated space

1.5 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections, attachments, openings, cambers, loads, and all associated items; wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, method or installation; framing anchor bolt settings, sizes, and locations from datum, and foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths. Provide drawings and calculations sealed and signed by a professional engineer licensed to practice in the State of Texas.

C. Product Data: Submit data on profiles, component dimensions, fasteners, and structural properties. Test results from certified lab on each panel system. Performance test results for wind uplift resistance per UL 580, clip to panel strength per ASTM E 1592-95, air infiltration per ASTM E 283-84

D. Samples for Initial Selection: For each type of building component with factory-applied color finish.

E. Samples for Verification: For each type of exposed finish required, prepared on Samples of sizes indicated below, in size illustrating color and texture of finish; fasteners, sealants and closers.

1. Metal Roof and Wall Panels: Nominal 12 inches long by actual panel width. Include fasteners, closures, and other exposed panel accessories.

2. Flashing and Trim: Nominal 12 inches long. Include fasteners and other exposed accessories.

F. Metal Panel System Fabrication Certification: Submit a letter from the metal building manufacturer certifying that the wall and roof panels have been produced in a factory environment (not job site roll formed) with fixed-base roll forming equipment.

G. Product Certificates: For each type of metal building system, signed by product manufacturer.

1. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:

a. Name and location of Project.

b. Order number.

c. Name of manufacturer.

d. Name of Contractor.

e. Building dimensions including width, length, height, and roof slope.

f. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.

g. Governing building code and year of edition.

h. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads (cranes).

i. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
j. Building-Use Category: Indicate category of building use and its effect on load importance factors.
H. Welding certificates.
I. Erector Certificate: Signed by manufacturer certifying that erector complies with requirements.
J. Manufacturer Certificate: Signed by manufacturer certifying that products comply with requirements.
K. Qualification Data: For Erector and manufacturer.
L. Material Test Reports: Signed by manufacturers certifying that the following products comply with requirements:
1. Structural steel including chemical and physical properties.
2. Bolts, nuts, and washers including mechanical properties and chemical analysis.
3. Tension-control, high-strength, bolt-nut-washer assemblies.
4. Shop primers.
5. Nonshrink grout.
M. Manufacturer's Representative's Inspection reports specified in this Section
N. Surveys: Have registered surveyor confirm location of anchor bolts prior to placement of concrete.
O. Warranties: Special warranties specified in this Section.

1.6 SUBMITTALS FOR INFORMATION
A. Submittals: Procedures for submittals Section 01 30 00.
B. Manufacturer's Instructions: Indicate preparation requirements, anchor bolt placement, structural loads on base plate anchors, and accessories.
C. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.

1.7 SUBMITTALS FOR CLOSEOUT
A. Section 01 77 00 - Closeout Procedures: Closeout procedures.
B. Project Record Documents: Record actual locations of concealed components and utilities. Record any changes to Construction Documents during construction and provide original As-Built set at end of project. Contractor is required to maintain As-Built set on site and when changes occur. Progress Payments will be based on maintaining current As-Built set on a monthly basis.
C. Upon completion of erection submit written Certification prepared and signed by the design Professional Engineer, qualified herein, attesting to his/her field verification of the erection being in accordance with his/her shop drawings.
1.8 QUALITY ASSURANCE
A. Perform Work in accordance with AISC - Quality Certification Program Category MB. MBMA - Metal Building Systems Manual and MBMA - Low Rise Building Systems Manual. Maintain one copy on site.

B. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years documented experience.

C. Erector Qualifications: Company specializing in performing the work of this Section with minimum of five years documented experience and approved by manufacturer. Project Foreman must have specific training in proper installation of specified wall and roof systems with certification. Submit five references from five different architects or owners for systems that have been installed for at least two years and stating that the performance has been satisfactory.

D. Design structural components, develop shop drawings, and perform shop and site work under direct supervision of Professional Structural Engineer experienced in design of this Work and licensed in State of Texas.

E. Source Limitations: Obtain primary metal building system components, including structural framing and metal panel assemblies, through one source from a single manufacturer.

F. Product Options: Drawings indicate size, profiles, and dimensional requirements of metal building system and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

G. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."

H. Surface-Burning Characteristics: Provide field-insulated metal panels having thermal insulation and vapor-retarder-facing materials with the following surface-burning characteristics as determined by testing identical products per ASTM E 84 by UL or another testing and inspecting agency acceptable to authorities having jurisdiction"

1. Flame-Spread Index: 25 or less, unless otherwise indicated.
2. Smoke-Developed Index: 450 or less, unless otherwise indicated.

I. A Pre-Erection Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to metal building systems including, but not limited to, the following"

1. Inspect and discuss condition of foundations and other preparatory work performed by other trades.
2. Review structural load limitations.
3. Review and finalize construction schedule and verify availability of materials, Erector's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review required testing, inspecting, and certifying procedures.
5. Review weather and forecasted weather conditions and procedures for unfavorable conditions.

J. Pre-installation Roof Assembly Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and

Coordination." Review methods and procedures related to metal roof panel assemblies including, but not limited to, the following:

1. Examine purlin and rafter conditions for compliance with requirements, including flatness and attachment to structural members.
2. Review structural limitations of purlins and rafters during and after roofing.
3. Review flashings, special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect metal roof panels.
4. Review temporary protection requirements for metal roof panel assembly during and after installation.
5. Review roof observation and repair procedures after metal roof panel installation.

K. A certified Manufacturer's Representative shall make three roof inspections, two during the roof installation and one final inspection to confirm correct roofing installation per Manufacturer's requirements. An inspection report by the Manufacturer's Representative shall be submitted to the Owner after each inspection within five (5) calendar days of inspection.

1.9 DELIVERY, STORAGE AND HANDLING

A. Delivery and receipt of materials shall be in accordance with the MBMA "Common Industry Practices".

B. Deliver and store prefabricated components, sheets, panels and other manufactured items so they will not be damaged or deformed.

C. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weather tight ventilated covering. Cover metal sheets or panels so that water accumulations will drain freely. Do not store sheets or panels in contact with other materials that might cause staining. Elevate one of stored metal sheets and panels so as to positively drain water and prevent "white" rust.

1.10 REGULATORY REQUIREMENTS

A. Conform to IBC, 2012 code for submission of design calculations, reviewed shop and erection drawings, and as required for acquiring permit.

B. Cooperate with regulatory agency or authority and provide data as required.

1.11 PRE-INSTALLATION MEETINGS

A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.

B. Convene minimum two weeks prior to commencing work of this section.

1.12 WARRANTY

A. Section 01 77 00 - Closeout Procedures: Product warranties and product bonds.

B. Provide a 20 (twenty) year warranty to include coverage for exterior pre-finished surfaces against chipping, cracking or crazing, blistering, peeling, chalking or fading.

C. Provide a twenty (20) year Galvalume substrate warranty against rupture, structural failure and perforation due to normal atmospheric corrosion exposure.

D. Weather Tightness Warranty: Provide a twenty (20) year warranty for occupied, buildings against leakage due to construction methods used for installation of roof, flashing and all penetrations. Provide a Single Source warranty from the Manufacturer

with a No Dollar Limit (NDL) during the warranty period starting from the time of Substantial Completion throughout length of warranty. The roofing Manufacturer warrants to the Building Owner that the roofing system will not allow intrusion of water from the exterior into the building during the warranty period.

E. Submit samples of Manufacturer's warranty for review when other shop drawings are submitted. Final warranty will be signed by Manufacturer and Installer, but will not require signature of the Owner.

PART 2 PRODUCTS

2.1 PRE-ENGINEERED BUILDINGS

A. Manufacturers:

1. Alliance Steel, Inc.
2. Butler Manufacturing Co.
3. Ceco Building Systems; Division of Robertson-Ceco Corporations.
4. Mesco metal Buildings; Division of NCI Building Systems. LLP.
5. Metallic Metal Building Company; Division of NCI Building Systems, LLP.
6. Star Building Systems; Division of Robertson-Ceco Corporation.
7. Tri City Steel & Fabrications, Inc., Pharr, Tx. (956)-787-0663
8. Whirlwind Steel Buildings, Inc., Houston, Tx. (830) 491-1819
9. Mid-West Steel Buildings
10. Red Dot Metal Building Systems
11. Southern Steel Fabricators, LTD
12. Varco-Pruden Metal Building Systems
13. Other acceptable manufacturers offering equivalent products must be submitted as a substitution to be considered for approval.
14. Substitutions: Section 01 25 13 - Product Substitution Procedures.

2.2 MATERIALS – FRAMING

A. W-Shapes: ASTM A 992/A 992M; ASTM A 572/A 572M, Grade 50 or 55.

B. Structural Tubing: ASTM A500/A500M, Grade B.

C. Channels, Angles, M-Shapes, and S-Shapes: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55.

D. Plate or Bar Stock: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.

E. Steel Pipe: ASTM A 53/A 53M, Type E or S, Grade B.

F. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B or C, structural tubing.

G. Structural-Steel Sheet: Hot-rolled, ASTM A 1011/A 1011M, Structural Steel (SS), Grades 30 through 55, or High-Strength Low Alloy Steel (HSLAS), Grades 45 through 70; or cold-rolled, ASTM A 1008/A 1008M, Structural Steel (SS), Grades 25 through 80, or High-Strength Low Alloy Steel (HSLAS), Grades 45 through 70.

H. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grades 33 through 80 or High-Strength Low Alloy Steel (HSLAS), Grades 50 through 80; with G60 coating designation; mill phosphatized.

I. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M .

1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grades 33 through 80 or High-Strength Low Alloy Steel (HSLAS), Grades 50 through 80; with G90 coating designation.
2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Structural Steel (SS), Grade 50 or 80; with Class AZ50 coating.

J. Non-High-Strength Bolts, Nuts, and Washers: ASTM A 307, Grade A, carbon-steel, hex-head bolts; ASTM A 563 carbon-steel hex nuts; and ASTM F 844 plain (flat) steel washers.

1. Finish: Galvanized.

K. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers .

1. Finish: Galvanized.

L. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, heavy-hex-head steel structural bolts with splined ends.

1. Finish: Galvanized.

M. Unheaded Anchor Rods: ASTM A 36/A 36M.

1. Configuration: Straight.
2. Nuts: ASTM A 563 heavy hex carbon steel.
3. Plate Washers: ASTM A 36/A 36M carbon steel.
4. Washers: ASTM F 436 hardened carbon steel.
5. Finish: Plain.
6. Nuts: ASTM A 563 heavy hex carbon steel.
7. Plate Washers: ASTM A 36/A 36M carbon steel.
8. Washers: ASTM F 436 hardened carbon steel.
9. Finish: Plain.

N. Threaded Rods: ASTM A 36/A 36M.

1. Nuts: ASTM A 563 heavy hex carbon steel.
2. Washers: ASTM A 36/A 36M carbon steel.
3. Finish: Plain.

O. Cold Forming Members: ASTM 607 Grade 50, Zinc Coated Steel STM 446-G90.

P. Welding Materials: AWS D1.1; type required for materials being welded.

Q. Primer: SSPC Paint 20, Red Oxide.

R. Non-Shrink Grout: ASTM C1107; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days .

2.3 DESIGN LOADS

A. Roof Live Loads (Applies to the horizontal projection):

1. 20 PSF: 0-200 SF tributary area.
2. 16 PSF: 200-600 SF tributary area.

3. 12 PSF: Over 600 SF tributary area.

B. Roof Covering: 50 psf or a 200 pound concentrated load located at center of maximum roof panel span.

C. Auxiliary Loads:

1. Concentrated Loads: See mechanical and electrical, carefully coordinate and accommodate all items.

2. Provide support beams in addition to the roof purlins to support loads greater than 500 pounds.

3. Reference Structural, Mechanical, and Architectural documents for additional concentrated loads. Coordinate and accommodate additional loads imposed on structural by attached items.

2.4 DESIGN OF PRIMARY FRAMING

A. In the design of primary framing members, wind pressures shall be calculated in accordance with IBC, Wind Speed requirements Primary frames shall be designed with pinned bases.

2.5 BASIC DESIGN WIND PRESSURE (Wall Components, girts and wall panels)

A. Wind Speed: per IBC wind load requirements and per code for the project location, Texas.

B. Wind pressures on parts and portions shall be calculated in accordance with the MBMA "Design and practices Manual".

2.6 DESIGN LOAD COMBINATIONS

A. Dead/Live/Wind: Loading combinations of dead load, live load and wind loads shall be in accordance with MBMA recommendations, Section 9 of Design Practices.

2.7 MATERIALS - WALL AND ROOF SYSTEM

A. Sheet Steel Stock: ASTM A446/A446M Grade E galvanized to ASTM A5255 G90 designation.

B. Insulation: In accordance with design requirement section and Section 07 21 16 Blanket Insulation.

D. Joint Seal Gaskets: Manufacturer's standard EPDM type.

E. Fasteners: Manufacturer's standard type, galvanized to ASTM A153 1.25 oz/sp ft. (310 g/sp m), finish to match adjacent surfaces when exterior exposed.

F. Bituminous Paint: Asphaltic type.

G. Sealant: Non-staining, elastomeric, skinning.

I. Profile Closure: Manufacturer's Standard to match and seal voids of wall panels and roof panels; EPT or EPDM type.

J. Trim, Closure Pieces, Caps, Flashings, Rain Water Diverter, Fascias Infills, and accessories: Same material, thickness and finish as exterior sheets; brake formed to require profiles.

2.8 COMPONENTS - METAL DOORS AND FRAMES

A. Doors: Specified in Section 08 13 13.

B. Frames: Specified in Section 08 12 13.

2.9 OVERHEAD DOORS

A. Overhead Coiling Doors: Specified in Section 08 33 23.

B. Overhead Door Frame: Formed steel sections braced to building.

2.10 WINDOWS

A. Windows: Specified in Section 08 51 13.

2.11 METAL BUILDING ROOF CURBS – Specified in Section 07 72 13.

A. Acceptable Manufacturers:

1. LM Curbs, www.lmcurbs.com., Longview, Texas

B. General: Designed and manufactured to mate with any panel configuration and roof pitch. Insulated, welded aluminum construction, diverter plate with corrugations to fit beneath the roof panel and rear corrugations to match and fit over ribs, for shingle effect installation. Curb and diverter plate available as one unit. Curb height: 12 inches, except as indicated otherwise on the drawings.

C. Special Requirements: Coordinate with expansion and contraction requirements of metal roof system. Fabricate to be installed around steel angles and bent plates at locations indicated on the drawings.

2.12 FABRICATION - FRAMING

A. Fabricate members in accordance with AISC Specification for plate, bar, tube, or rolled structural shapes.

B. Anchor Bolts: Formed with bent or straight shank, assembled with template for casting into concrete.

C. Provide framing for door, window, louver, and ventilator openings.

2.13 FRAMING MEMBER THICKNESS (MINIMUMS)

A. Cold-Formed Primary Framing Members: 14 gauge.

B. Cold-Formed Secondary Framing Members: 16 gauge.

C. Intermediate Pipe Columns: 3/16".

D. Webs of Welded Built-up Members: 1/8".

E. Flanges of Welded Built-Up Members: 3/16".

F. Bracing Rods: 1/2 " diameter.

2.14 TYPICAL FRAMING COMPONENTS

A. Rigid Frames, Wind Unit Frames:

1. Fabricate rigid frames from hot-rolled structural steel. Provide built-up "I-Beam" shape rigid frames consisting of parallel flanged beams. Provide frames factory welded and shop painted. Furnish frames complete with attachment plates, bearing plates and splice members. Factory drill frames for bolted field assembly.

2. Provide length of span and spacing of frames as indicated. Slight variations in length of span and frame spacing may be acceptable if necessary to meet manufacturer's standard.

B. Bearing End Frames: Consist of columns at the building corners and a continuous rafter beam supported by the end wall columns.
C. End wall Columns: 8-inch min. deep cold-formed "C" sections or welded built-up "I" shapes.
D. Purlins and Girts: Roll-Formed "Z" sections or open web joists, depth as required.
E. Eave Struts: "C" sections formed so as to provide adequate backup for both roof and wall panels at the building eaves.
F. Wind Bracing (When required).
1. Method: Diagonal rod bracing in both roof and sidewalls as required by calculations.
2. Reinforcing: Double roof purlins, inter-connected by diaphragms, in between the rigid frames at all points of attachment of diagonal roof bracing.
3. Provide temporary bracing during erection of structure.
G. Wind Bracing Omission: Permissible where the diaphragm strength of the roof covering is adequate to resist the longitudinal wind forces. Diaphragm action shall not be assumed for standing seam roof system.
H. Flange Bracing: Inside flange of all rigid frames shall be braced laterally by angles connected to the flange and web of the frame and to the web of the purlin or girt so that the allowable compressive stress is adequate for any combination of loading.
I. Base Support: A continuous member shall be provided to which the base of the wall covering may be attached. This member shall be;
1. A continuous 18 gauge; 1.25 ounce coating class, galvanized, box-shaped member cast integrally with concrete foundation or 3 x 3 x 1/4" (76 x 76 x 6.4 mm) steel angle anchored to slab with 3/8 inch (9.5 mm) bolt and expand shield at 48 inch (1.22 m) centers; zinc coated 1.80 coating class.
J. Framed Openings: Structural framing members for all openings shall be adequate for the specified design loads. Framing members who are exposed to weather shall be galvanized steel.
K. Bolts: ASTM A325 bolts tightened by the calibrated wrench method shall have a hardened washer under the element (nut and bolt head) turned in tightening.

2.15 FABRICATION - WALL AND ROOF SYSTEMS

A. Roof Panels
1. Office/Shop Building
a. Structural Standing Seam Metal Roofing: Superlok-MBCI (Basis of Design) or equal - Factory formed metal roofing panel system with concealed fasteners; mechanically sealed; smooth panels, G90 Galvalume metal system substrate with 20-year warranty, male/female edges; UL Wind Uplift Classification 90 rating, conforming with codes for Building Code for Windstorm Resistant Construction.
1) Roof Panel Materials: Pre-finished steel sheet 22-gauge base metal, minimum thickness
2) Panel Width: Nominal 16 inches
3) Panel Profile: 2" high standing seam, smooth panel (Striations, ribs or pencil ribs are unacceptable).
4) Color: Pre-finished Galvalume.
5) Length – 80' long panels maximum; continuous length without joints.

2. Equipment Storage Shed

a. Metal Roof: "PBR" Profile – MBCI or equal; Factory formed metal roofing panel system with exposed fasteners; G90 Galvalume metal system substrate with 20-year warranty; UL Wind Uplift Classification 90 rating, conforming with codes for Building Code for Windstorm Resistant Construction.

1) Panel Profile –1 ¼ inch
2) Panel Gauge – 22
3) Panel Coverage Width – 36 inches
4) Exterior Finish – Galvalume Plus
5) Length: Continuous without joints

B. Wall Panels

1. Office/Shop Building

a. Metal wall panel system: Designer Series, Fluted-MBCI (Basis of Design) or approved equal. Factory formed metal wall panel with concealed fasteners, smooth panels, G90 Galvalume metal system substrate, with 20-year warranty. Comply with applicable IBC requirements for Windstorms Resistant Construction. For siding, gable ends, or as shown on drawings:

1) Panel profile: 1 ¾ -inch
2) Panel Gauge: 24
3) Panel Coverage Width: 16-inch
4) Exterior Finish: Pre-finished Kynar. Color as specified by Architect

2. Equipment Storage Shed

a. Metal Roof: "PBR" Profile – MBCI or equal; Factory formed metal wall panel system with exposed fasteners; G90 Galvalume metal system substrate with 20-year warranty; Comply with applicable IBC requirements for Windstorms Resistant Construction.

1) Panel Profile – 1 ¼ inch
2) Panel Gauge – 24
3) Panel Coverage Width – 36 inches
4) Exterior Finish – Pre-finished Kynar. Color as specified by Architect

C. Roof Curbs:

1. General: Designed and manufactured to mate with any panel configuration and roof pitch. Insulated, 16-gauge, galvanized steel construction, separate diverter plate with corrugations to fit beneath the roof panel and rear corrugations to match and fit over ribs, for shingle effect installation. Curb and diverter plate available as one unit. Curb height: 12 inches, except as indicated otherwise on the drawings.
2. Special Requirements: Coordinate with expansion and contraction requirements of metal roof system. Fabricate to be installed around steel angles and bent plates at locations indicated on the drawings.

D. Metal Soffit Panels: Basis of Design – MBCI L-12 with Beads. Factory formed metal soffit panel system with concealed fasteners:

1. Panel Materials: Pre-finished steel sheet 24-gauge base metal thickness
2. Panel Width: Nominal 12-inches
3. Panel Profile: Flat Panels with Beads

4. Panel Depth: Nominal 1-inch
5. Panel Joint: Interlocked
6. Color: Pre-finished Kynar. Color as specified by Architect.

E. Girts/Purlins: Rolled formed structural shape to receive siding, roofing and liner sheet, minimum .0598 inch thickness.

F. Internal and External Corners: Same material thickness and finish as adjacent material, profile brake formed, shop cut and factory mitered to required angles. Back brace mitered internal corners with .0239 inch thick sheet.

G. Expansion Joints: Same material and finish as adjacent material where exposed, .0359 inch thick, manufacturer's standard brake formed infill type, of profile to suit system.

H. Flashings, Closure Pieces, Fascia, Infills, Caps, and accessories: Same material and finish as adjacent material, profile to suit system or formed as detailed, 24 gauge minimum.

I. Fasteners: To maintain load requirements and weather tight installation, same finish as cladding, non-corrosive type.

J. Ventilator: Specification Division 23 Mechanical and 26 Electrical.

K. Wall Louvers: As shown on drawings. See louver Section 08 91 00.

L. Fasteners:

1. Washers: Neoprene; ASTM D 735.
2. Pop Rivets: Stainless Steel.
3. Self Tap Screws, Bolts: Galvanized.

M. Panel Anchors:

1. Purlin Insulation: Required by use of spacer blocks.
2. Clips: Designed for locking into seams; with movable tabs to allow expansion and contraction.

N. Pipe Flashing:

1. Size, Number: As shown on Drawings.
2. Installation: Required, except where materials only are specified.
3. Pipe Flashing: E.P.D.M. rubber or DuPont "Nordel"; sized to fit pipes.

O. Light Transmitting Panel: Manufacturer's standard UV-resistant translucent panel, formed to metal panel profile, white, with haze value of not less than 90 percent when measured per ASTM D 1003.

2.16 WEATHER-SEAL SCREWS

A. Type: No. 12-14 self-drilling or self-tapping.

B. Screw Shank: Carbon steel, plated with 0.0003" zinc or cadmium.

C. Washers: Recessed into head; neoprene, EPDM, PVC.

1. Head: 3/8" (9.5 mm) hex drive.
2. Head Cap: Zamak alloy or stainless steel.

D. Paint Finish:

1. Required, except, on unpainted panels
2. Color to match panels
3. Paint durability to match panels

2.17 SEALER

A. Locations: Sidelaps, endlaps and flashing. In addition, seal to abutting construction to make a water and airtight seal.

B. Material:

1. General Description: Fiber-filled, pressure sensitive tape, non-asphaltic, non-shrinking, non-drying, and non-toxic and shall have superior adhesion metals, plastics and painted surfaces at temperatures from 30 Degrees to +160 Degrees F. The material shall have a flashpoint of at least 300 Degrees F, and shall not flow at 200 Degrees F.

2. Minimum Specification: Equal to Gov. Spec. No. MIL-C-18969, Type II, Class B.

3. Size: 1/2" x 3/32" or 1" x 1/8".

2.18 FLASHING AND TRIM

A. Locations: At the rake, corners and eaves; at framed openings and whenever necessary to provide weather tightness and finished appearance.

B. Ridge Panel: Formed to match the slope and profile or adjoining panels. Provide continuous ridge vent.

C. Material, Finish: Match wall panels.

2.19 CLOSURES (PROFILE)

A. Solid or closed cell, preformed Ethylene-Propylene-Diene-Monomer (EPDM) or Ethylene Propylene Terpolymer (EPT) color gray, matching the profile of the panel.

1. Closures: Provide closures at eaves and rakes, fabricated of same material as metal wall panels.

2. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match metal wall panel profile. Provide closure strips where indicated or necessary to ensure weather tight construction.

2.20 FABRICATION - GUTTERS AND DOWNSPOUTS

A. Fabricate of same material and finish as roofing metal.

B. Form gutters and downspouts profile and size to collect and remove water. Fabricate with connection pieces.

C. Form sections in maximum possible lengths. Hem exposed edges. Allow for expansion at joints.

D. Fabricate support straps of same material and finish as roofing metal.

2.21 FINISHES

A. Framing Members: Clean, prepare, and shop prime to SSPC Manual requirements. Do not prime surfaces to be field welded.

B. Exterior Surfaces of Wall Accessories: Precoated enamel on steel of fluorocarbon Kynar 500 finish, color as selected by Architect

C. Roof Components and Accessories (trim, gutters, downspouts, etc): Galvalume Plus finish.

D. Soffit Panels: Precoated enamel on steel of fluorocarbon Kynar 500 finish, color as selected by Architect.

E. Wall Components and Accessories: Precoated enamel on steel of fluorocarbon Kynar 500 finish, color as selected by Architect.

F. Back sides of Wall Panel, Components and Accessories: Manufacturer's standard finish., white color.

2.22 BATT INSULATION

A. Manufacturers:

1. CertainTeed Insulation
2. JohnsManville
3. Owens Corning Fiberglas

B. Batt Insulation ASTM C665; Type II, Class A, Category1: poly-encapsulated formaldehyde –free Thermal Fiber glass insulation; friction fit, conforming to the following:

1. Flame/Smoke Properties: Spread 25 or less in accordance with ASTM E84.
2. Thermal resistance

a. Roof: R-30
b. Wall: R-19
c. Facing on both sides with non-permeable polymeric covering.

3. Tape- Polyethylene self-adhering tape
4. Suspension Straps: 100 KSI minimum yield tempered, high tensile strength galvanized steel.

a. Size: not less than 0.020-inch thick by 1-inch continuous length.
b. Color: White
c. Fasteners: As recommended by the manufacturer.
d. Support: Double Banding System consists of primary bands spaced 48-inches apart o.c. and secondary bands evenly spaced between the purlins. The Double Banding System is primarily used for double layer insulation systems and new buildings. The primary bands are run perpendicular to the purlins and the full width of the building. At every intersection between a purlin and a band, a 1/2-inch self-tapping screw securely holds the primary band firmly in place. Resting on top of the primary bands and spaced evenly in between and parallel to the purlins, the secondary bands run the full length of the building. Recommended spacing between secondary bands for the Double Banded System is 48-inches o.c. (see Secondary Banding Guide on reverse side). The number of secondary bands is determined by purlin.

1) Starting at the eave strut, measure 48-inches o.c. and attach the primary banding to the bottom of the purlins (spanning the width of the building) using ½-inch self-tapping screws. Attach primary banding at the center of each crossing of a purlin. Primary banding attaches parallel to the rigid frame rafter and perpendicular to the purlins. Optimal spacing is 48-inch o.c. Starting at the rigid frame rafter, attach secondary banding evenly spaced between the purlins using banding clips. Secondary banding installs on top of the primary banding. Refer to the Secondary Banding Guide below for the predetermined number of bands per purlin spacing. A banding tensioner is recommended to provide a tighter and cleaner appearance.

e. Purlin spacing
2-ft, number of bands = 1
3-ft, number of bands = 2

4-ft, number of bands = 2
5-ft, number of bands = 3

5. Wall hangers: Preformed rigid insulation hangers, 32-inch long, galvanized steel strips with barbed arrows every 8-inches along its length.
6. Steel wire: galvanized; type and size to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify foundation, floor slab, mechanical and electrical utilities, and placed anchors are in correct position.

3.2 ERECTION

A. Erect metal building system according to manufacturer's written erection instructions and erection drawings.
B. Erect framing in accordance with AISC Specification.
C. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as indicated on Drawings.
D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
1. Set plates for structural members on wedges, shims, or setting nuts as required.
2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
3. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
E. Do not field cut or alter structural members without approval of Architect/Engineer.
F. After erection, prime welds, abrasions, and surfaces not shop primed.

3.3 ERECTION - PURLINS AND GIRTS

A. Provide rake or gable purlins with tight fitting closure channels and fascias.
B. Locate and space wall girts to suit door and window arrangements and heights.
C. Secure purlins and girts to structural framing and hold rigidly to a straight line by sag rods.
D. Purlins under steel roof decking to receive single ply roofing shall be spaced a maximum of 5 feet on centers or as shown on drawings.

3.4 ERECTION – BRACING

A. Provide diagonal rod or angle bracing in both roof and sidewalls as required.
B. Movement resisting frames may be used in lieu of sidewall rod bracing, to suit manufacturer's standards.
C. Where diaphragm strength of roof coverage is adequate to resist wind forces, rod or other forms of bracing may be omitted.

3.5 ERECTION - FRAMED OPENINGS

A. Provide steel angles and bent plates to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to building structural frame.

B. Provide 2 x 2 x 1/4 inch (50.8 x 50.8 x 6.4 mm) steel angles for openings 6 to 18 inches (152 to 457 mm) in size. Openings over 18 inches (457 mm) in size shall be reinforced with 4 x 4 x 1/4 inch (102 x 102 x 6.4 mm) steel angles in accordance with Section 05210. At roof curbs, where indicated, reinforce openings with 6 x 6 x 1/4 inch (152 x 152 x 6.4 mm) steel angles and 1/4 inch (6.4 mm) bent plates.

3.6 ERECTION - WALL AND ROOFING SYSTEM

A. Install in accordance with manufacturer's instructions. Examination: Examine primary and secondary framing to verify that structural panel support members and anchorages have been installed within alignment tolerances required by manufacturer.

1. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before metal panel installation.

B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.

C. Fasten cladding system to structural supports, aligned level and plumb.

D. Locate end laps over supports. End laps minimum 6 inches. Place side laps over bearing.

E. Provide expansion joints in accordance to manufacturer’s recommendation.

F. Use concealed fasteners at roof.

G. Use concealed fasteners at walls.

H. Install insulation utilizing squeeze for attachment. Place wire mesh under insulation for support between framing members.

I. Roof Panels: General: Provide metal roof panels of full length from eave to ridge, unless otherwise indicated or restricted by shipping limitations.

1. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended by manufacturer.

a. Install ridge caps as metal roof panel work proceeds.

b. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.

c. Install clips to supports with self-tapping fasteners.

d. Install pressure plates at locations indicated in manufacturer's written installation instructions.

e. Retain subparagraph above or first subparagraph below; coordinate with products selected in Part 2.

f. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engauged.

g. Rigidly fasten ridge end of metal roof panels and allow eave end free movement due to thermal expansion and contraction. Predrill panels for fasteners.

h. Provide metal closures at peaks, rake edges, rake walls, and each side of ridge caps

J. Wall Panels: Continuous from eave line to below the column base plated. Lap-Seam Metal Panels: Install screw fasteners with power tools having controlled torque adjusted to compress neoprene washer tightly without damage to washer, screw threads, or metal panels. Install screws in predrilled holes.

1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weather tight enclosure. Avoid "panel creep" or application not true to line.

K. End wall Panels: All end wall panels shall be continuous to the roof line except where panel lengths are exceeded. Where panel lengths are exceeded, end wall panels shall be continuous to the eave line with panels above the eave line continuous to the roof line. Panels spliced at the eave line shall be square cut. Panels continuous to roof line shall be bevel cut to correspond to the roof slope. All end laps for end wall panels where required shall be a minimum of 4 inches and shall occur at a wall girt.

L. Roof Fastenings

1. Roof panels shall be secured with concealed panel clips that are secured to secondary structure per manufacturer's requirements.

2. Side laps of roof panels shall be mechanically field seamed, double locked.

M. Wall Fastenings

1. Wall panels shall be secured to girts with minimum No. 14 sheet metal screws at a maximum spacing of 12 inches.

2. At the endlaps of rib sheets, the maximum spacing shall be 6 inches.

3. At the endlaps of panels the fasteners shall be attached each side of the major rib.

4. At the sidelaps of "A" panels No.10 sheet metal screws shall be placed a maximum of 18 inches on center

N. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated or, if not indicated, types recommended by metal panel manufacturer.

1. Seal metal panel end laps with double beads of tape or sealant, full width of panel. Seal side joints where recommended by metal panel manufacturer

2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."

O. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.

3.7 ERECTION - GUTTER AND DOWNSPOUTS

A. Rigidly support and secure components. Joint lengths with formed seams sealed watertight. Flash and seal gutters to downspouts.

B. Apply bituminous paint on surfaces in contact with cementitious materials.

C. Slope gutters minimum 1/8 inch/ft and horizontal downspouts maximum of ½"/ft.

D. Install splash pre-cast concrete splash blocks 18 X 36 inch under each downspout.

3.8 INSTALLATION - ACCESSORIES

A. Install door frame, door, overhead door, window and glass, exhaust fan, louvers, and accessories in accordance with manufacturer's instructions of each accessory.

B. Seal wall and roof accessories watertight and weather tight with sealant.

C. Batt Insulation - General: Install insulation concurrently with metal wall panel installation, in thickness indicated to cover entire wall, according to manufacturer's written instructions.

1. Set vapor-retarder-faced units with vapor retarder to warm side of construction, unless otherwise indicated. Do not obstruct ventilation spaces, except for firestopping.

2. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to surrounding construction to ensure airtight installation.

3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths with both sets of facing tabs sealed to provide a complete vapor retarder.

4. Blanket Roof Insulation: Comply with the following installation method;

a. Over-Framing Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing members. Hold in place by metal roof panels fastened to secondary framing.

b. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

c. Blanket Wall Insulation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing members. Hold in place by metal wall panels fastened to secondary framing.

d. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

3.9 TOLERANCES

A. Section 01 40 00 - Quality Requirements: Tolerances.

B. Siding and Roofing: 1/8 inch from true position.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform the following tests and inspections and to submit reports.

B. Tests and Inspections

1. High-Strength, Field-Bolted Connections: Connections shall be tested at the Owners discretion and inspected during installation according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

2. Welded Connections: In addition to visual inspection, field-welded connections shall be tested at the Owners discretion and inspected according to AWS D1.1 specifications.

C. Correct deficiencies in Work that test reports and inspections indicate do not comply with the Contract Documents.

1. Contractor / Installer shall bare costs of re-inspections at work that did not comply.

3.11 CLEANING AND PROTECTION

A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

B. Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted structural framing, bearing plates, and accessories.

1. Clean and prepare surfaces by SSPC-SP 2, "Hand Tool Cleaning," or SSPC-SP 3, "Power Tool Cleaning."
2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.

C. Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

1. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

D. Louvers: Clean exposed surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate until final cleaning.

1. Restore louvers damaged during installation and construction period so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.
2. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION

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 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
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10.22 Office Supplies
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10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2
OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

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

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

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

ARTICLE 3
CONTRACTOR

3.1 GENERAL

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

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

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

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

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

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Commissioners Court - Regular Session **42.**

Meeting Date: 12/12/2023

Fleet Shop Addition (P608)

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Professional Services Agreement (PSA) for design between Williamson County and MODE Design Company, LLC. (P608)

Background

This PSA for Design is made for architectural consulting and engineering services for the 21 x 45 addition to the Williamson County Fleet Shop.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fleet Shop Addition Design PSA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/05/2023 03:56 PM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 09:25 AM
Form Started By: Christy Matoska		Started On: 12/05/2023 01:56 PM
Final Approval Date: 12/06/2023		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Fleet Shop Maintenance Addition** ("Project")

ARCHITECT/ ENGINEER: **MODE Design Company** ("A/E")
Ryan Hansanuwat, President
103 Woods Lane
Cedar Park, TX 78613

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

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

RECITALS

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

WHEREAS, County intends to **have MODE Design Company for architectural consulting and engineering services for the 21x45 addition to the Williamson County Fleet Shop**; and

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

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

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

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

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

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

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

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

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1

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

4.2

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

4.2.1

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

4.2.2

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

4.2.3

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

ARTICLE 5
TIME FOR PERFORMANCE

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

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Six Thousand One Hundred Twenty Five Dollars ($6,125.00)** hereinafter called the "Basic Fee".

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

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Sixty One and 25/100 Dollars ($ 61.25)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

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

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

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

8.1 Time of Payment.

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

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

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

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

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

8.2 Prompt Payment Policy.

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

8.2.1

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

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

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

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

ARTICLE 9
PROJECT TEAM

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

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

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

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

MODE Design Company
Ryan Hansanuwat, President
103 Woods Lane
Cedar Park, TX 78613

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual

responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

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

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

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

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: MODE Design Company
103 Woods Lane
Cedar Park, TX 78613

Attention: **Ryan Hansanuwat**
President

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

ARTICLE 11
PROGRESS EVALUATION

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

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

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

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

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

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

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

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

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

13.1.2 Completion.

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

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

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

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

13.2 Revision to A/E Work Product.

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

13.3 Days.

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

13.4 County's Reliance on A/E.

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

ARTICLE 14
SUSPENSION

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

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

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

16.5
By satisfactory completion of all Basic Services and obligations described herein.

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

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

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then

County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

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

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

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

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by

separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

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

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

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

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

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

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

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

25.1 Coverage Limits.

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

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

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

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

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

25.3 Premiums and Deductible.

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

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

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

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

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

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

25.9 Insurance Policy Endorsements.

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

25.9.1
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

25.10.1
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

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

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

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

30.4 Standard of Performance.
The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

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

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

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

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

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33
MERGER

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

ARTICLE 34
PUBLIC CONTACT

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

ARTICLE 35
A/E's REPRESENTATIONS

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

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
MODE Design Company

By: _____
Signature

RYAN HANSANUWAT
Printed Name

PRESIDENT
Title

Date Signed: 12/1/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

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

GENERAL REQUIREMENTS

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

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

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

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

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

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

project Construction Administration Phase through the Close-out Phase.

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

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

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

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

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

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

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

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

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

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

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

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Central Maintenance Facility
3151 SE Inner Loop, Georgetown, TX 78626
Fleet Shop
P#608

This project will be +/- 1,750 addition to the existing yard office building to house additional private offices and expanded training room. Basic services include schematic design in first phase to comply with County standard design deliverables. In subsequent, future phases, should project move forward, code analysis, design documents, construction documents to be used for permitting, bidding and construction fee will be provided. Future services also include bidding assistance and construction observation services as required by County design deliverable guidelines. Civil Engineering, Asbestos survey, Geotechnical, Surveying, Audio Visual, Security, and Information Technology (IT) design services are not included in this contract. Architectural fees include all necessary coordination between disciplines with the owner's engineers of choice.

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

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

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

A. Investigate site/facility and verify known existing or available utility locations.

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

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

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

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

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

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

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

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

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

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

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

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

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

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

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having

review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

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

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

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

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

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

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		$	6,125	100%
100%	Mode Design Company	$	6,125	
0%	N/A	$	-	
Phase I - SCHEMATIC DESIGN		$	6,125	100%
	Mode Design Company	$	6,125	
	N/A	$	-	
Phase II - DESIGN DEVELOPMENT		$	-	0%
	Mode Design Company	$	-	
	N/A	$	-	
Phase III - CONSTRUCTION DOCUMENTS		$	-	0%
	Mode Design Company	$	-	
	N/A	$	-	
Phase IV - REGULATORY REVIEW AND PERMITS		$	-	0%
	Mode Design Company	$	-	
	N/A	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		$	-	0%
	Mode Design Company	$	-	
	N/A	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		$	-	0%
	Mode Design Company	$	-	
	N/A	$	-	

Phase VII - PROJECT CLOSE-OUT	$ -	0%
Mode Design Company	$ -	
N/A	$ -	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Twenty (20) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**12/13/23**

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	12/15/23
30% Plans, Specifications and Estimate deliverables	12/20/23
County written authorization to proceed to next phase	12/30/23

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables
County written authorization to proceed to next phase

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City
Complete Plans, Specifications and Estimate deliverables
County written authorization to proceed to next phase

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County
Plans submittal to TDLR and Permit application submittal to City
Construction Permits received from City

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County

County advertises project for Bid

Contract Award

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed

Construction Substantial Completion

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables

All services shall be complete on, or before: **01/02/24**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with 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 E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

MODE Design Company

Signature of Certifying Official

RYAN HANSANUWAT
Printed Name of Certifying Official

PRESIDENT
Title of Certifying Official

12/1/23
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Ryan c Han Sanuwat (Signatory Name) the President (Signatory Title) of Mode Design company (Entity Name), on behalf of said firm.

ALEXANDER VAUGHT
Notary Public, State of Texas
My Comm. Exp. 12-07-2026
ID No. 13409575-3

Notary Public in and for the
State of Texas

My commission expires: 12-7-26

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **43.**

Meeting Date: 12/12/2023

Road & Bridge Personnel Building Addition

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Professional Services Agreement (PSA) for design between Williamson County and MODE Design Company relating to the Road & Bridge Division Personnel Building Addition.

Background

This PSA Contract for Design services is made to provide architectural consulting and engineering services for the Road & Bridge Division Personnel Building Addition.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

R&B Personnel Building Addition

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/05/2023 03:56 PM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 09:26 AM
Form Started By: Christy Matoska		Started On: 12/05/2023 02:35 PM
Final Approval Date: 12/06/2023		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Road & Bridge Personnel Building Addition** ("Project")

ARCHITECT/ ENGINEER: **MODE Design Company** ("A/E")
Ryan Hansanuwat, President
103 Woods Lane
Cedar Park, TX 78613

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

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

RECITALS

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

WHEREAS, County intends to **have MODE Design Company for architectural consulting and engineering services for the personnel building addition for the Road & Bridge Division**; and

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

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

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

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

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

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

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

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

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1

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

4.2

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

4.2.1

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

4.2.2

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

4.2.3

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

ARTICLE 5
TIME FOR PERFORMANCE

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

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Five Thousand Five Hundred Dollars ($5,500.00)** hereinafter called the "Basic Fee".

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

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Fifty-Five Dollars ($ 55.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

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

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

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

8.1 Time of Payment.

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

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

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

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

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

8.2 Prompt Payment Policy.

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

8.2.1

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

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

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

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

ARTICLE 9
PROJECT TEAM

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

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

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

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

MODE Design Company
Ryan Hansanuwat, President
103 Woods Lane
Cedar Park, TX 78613

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual

responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

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

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

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

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: MODE Design Company
103 Woods Lane
Cedar Park, TX 78613

Attention: **Ryan Hansanuwat**
President

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

ARTICLE 11
PROGRESS EVALUATION

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

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

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

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

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

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

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

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

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

13.1.2 Completion.

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

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

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

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

13.2 Revision to A/E Work Product.

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

13.3 Days.

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

13.4 County's Reliance on A/E.

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

ARTICLE 14
SUSPENSION

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

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

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

16.5
By satisfactory completion of all Basic Services and obligations described herein.

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

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

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then

County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

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

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

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

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by

separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

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

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

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

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

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

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

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

25.1 Coverage Limits.

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

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

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

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

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

25.3 Premiums and Deductible.

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

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

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

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

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

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

25.9 Insurance Policy Endorsements.

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

25.9.1
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

25.10.1
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

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

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

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

30.4 Standard of Performance.
The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

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

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

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

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

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33
MERGER

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

ARTICLE 34
PUBLIC CONTACT

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

ARTICLE 35
A/E's REPRESENTATIONS

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

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
MODE Design Company

By: _____
Signature

RYAN HANSANUWAT
Printed Name

PRESIDENT
Title

Date Signed: 12/1/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

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

GENERAL REQUIREMENTS

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

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

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

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

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

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

project Construction Administration Phase through the Close-out Phase.

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

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

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

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

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

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

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

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

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

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

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

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Road & Bridge Personnel Addition
3151 SE Inner Loop
Georgetown, TX 78626
4100-1026

This project will be +/- 1,750 addition to the existing yard office building to house additional private offices and expanded training room. See attached scope markup for additional assumed notes. Basic services include schematic design in first phase to comply with County standard design deliverables. In subsequent, future phases, should project move forward, code analysis, design documents, construction documents to be used for permitting, bidding and construction fee will be provided. Future services also include bidding assistance and construction observation services as required by County design deliverable guidelines.

Civil Engineering, Asbestos survey, Geotechnical, Surveying, Audio Visual, Security and Information Technology (IT) design services are not included in this contract. Architectural fees include all necessary coordination between disciplines with the owner's engineers of choice.

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

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

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

A. Investigate site/facility and verify known existing or available utility locations.

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

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

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

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

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

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

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

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

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

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

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

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

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

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

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

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

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit

copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

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

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

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

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:			$ 5,500	100%
100%	**MODE Design Company**		$ 5,500	
0%	**N/A**		$ -	
Phase I - SCHEMATIC DESIGN			$ 5,500	100%
	MODE Design Company		$ 5,500	
	N/A		$ -	
Phase II - DESIGN DEVELOPMENT			$ -	0%
	MODE Design Company		$ -	
	N/A		$ -	
Phase III - CONSTRUCTION DOCUMENTS			$ -	0%
	MODE Design Company		$ -	
	N/A		$ -	
Phase IV - REGULATORY REVIEW AND PERMITS			$ -	0%
	MODE Design Company		$ -	
	N/A		$ -	
Phase V - BIDDING, AWARD, AND EXECUTION			$ -	0%
	MODE Design Company		$ -	
	N/A		$ -	
Phase VI - CONSTRUCTION ADMINISTRATION			$ -	0%
	MODE Design Company		$ -	
	N/A		$ -	

Phase VII - PROJECT CLOSE-OUT	$ -	0%
MODE Design Company	$ -	
N/A	$ -	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Twenty (20) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	12/13/23

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	12/15/23
30% Plans, Specifications and Estimate deliverables	12/22/23
County written authorization to proceed to next phase	12/29/23

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	
County written authorization to proceed to next phase	

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	
Complete Plans, Specifications and Estimate deliverables	
County written authorization to proceed to next phase	

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	
Plans submittal to TDLR and Permit application submittal to City	
Construction Permits received from City	

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	

County advertises project for Bid

Contract Award

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed

Construction Substantial Completion

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables

All services shall be complete on, or before: **01/02/24**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with 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 E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

MODE Design Company

Ryan Hansanuwat
Signature of Certifying Official

RYAN HANSANUWAT
Printed Name of Certifying Official

PRESIDENT
Title of Certifying Official

12/1/2023
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Ryan C Hansanuwat (Signatory Name) the President (Signatory Title) of Mode Design Company (Entity Name), on behalf of said firm.

ALEXANDER VAUGHT
Notary Public, State of Texas
My Comm. Exp. 12-07-2026
ID No. 13409575-3

Alexander Vaught
Notary Public in and for the
State of Texas

My commission expires: 12-7-26

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **44.**

Meeting Date: 12/12/2023

Justice of the Peace - Precinct 3 Upgrades

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Contract for Construction between Williamson County and G2 Construction Services, Inc. relating to the Justice of the Peace, Precinct 3.

Background

This Contract for General Construction is made to remove and replace existing glass and add solid wall panels below windows.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP3 Upgrades

Form Review

Inbox	Reviewed By	Date
Hal Hawes		12/07/2023 08:51 AM
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:08 AM
Form Started By: Christy Matoska		Started On: 12/05/2023 03:19 PM
Final Approval Date: 12/07/2023		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – TIPS – Contract Number 211001)

PROJECT: **JP3 Security Upgrades** ("Project")

GENERAL CONTRACTOR: **G2 Construction Services, Inc.** ("GC")
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 3
Georgetown, TX 78628
TIPS 211001

ARCHITECT & ENGINEER: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

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

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **removal of existing glass and replaced with Level 3 Ballistic laminated glass. Add level 3 ballistic solid wall panels below windows. Build new wall with door in entrance.** (hereinafter called the "Project");

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

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

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

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

2.3 GENERAL CONDITIONS

2.3.1
The term “Contractor” as used herein or in the UGCs shall mean GC.

2.3.2
The term “Owner” as used herein or in the UGCs shall mean County.

2.3.3
The term “Architect” as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **sixty (60) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ($750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC’s safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One Hundred Seventy-Five Thousand Dollars ($175,000.00)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **many layers of previous repairs and remodels** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Seventeen Thousand Five Hundred Dollars ($ 17,500.00)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

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

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

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

binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

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

G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 3
Georgetown, TX 78628

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

ARTICLE 7
NOTICE

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

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

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

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street

Georgetown, Texas 78626

GC: G2 Construction Services, Inc.
3300 Shell Road, Suite 3
Georgetown, TX 78628

Attention: Jimmy S. Gibson
Vice President

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement

to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction / Design Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction / Design Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, 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.

GC:
G2 Construction Services, Inc.

By: _____
Signature

Jimmy S. Gibson
Printed Name

Vice President
Title

Date Signed: 12/5/23

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

CONSTRUCTION / DESIGN DOCUMENTS

Attach documents below:

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT

BUILDING CODE ADOPTION - 2023

The following have been adopted by the Facilities Management Division of Williamson County, Texas as the standards, codes, and references for design of Williamson County buildings and facilities:

International Building Code	IBC	2015
International Existing Building Code	IEBC	2015
International Plumbing Code	IPC	2018
International Mechanical Code	IMC	2015
International Energy Code	IECC	2015
National Electric Code	NEC	2020
National Fire Code	NFPA 101	2015
Texas Accessibility Standards	TAS	2012

WILCO
TEXAS

Building Commissioning Guideline, Volume 1.1
July 21, 2023

Wilco Facilities Commissioning Guideline Final Version

FOREWORD

The commissioning process is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems and assemblies meets defined objectives and criteria. The commissioning process begins at project inception and continues for the life of the facility through the occupancy and operational phases. Because this guideline details a process, it can be applied to both new and renovation projects.

The commissioning process includes specific tasks to be conducted during each phase in order to verify that design, construction, and training meets the Owner's Project Requirements (OPR). This guideline in concert with our Division 1, 15 and 16 commissioning specifications as well as our Building Closeout and Transition Program describes the overall commissioning process in order to provide a uniform, integrated, and consistent approach for delivering and operating facilities that meet Facilities' ongoing requirements.

This edition of the Recommended Guidelines for Facilities Building Commissioning is intended to assist Facilities project managers during the development and implementation of the commissioning process. It is anticipated that, once the principles stated herein have been tested, updates to the guidelines will be necessary. Comments or suggestions on how to improve this document and the quality of facilities at Williamson County Facilities would be greatly appreciated. Please send all comments to the Commissioning Program Manager at the Facilities in Georgetown, Texas.

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EXECUTIVE SUMMARY

Commissioning is a planned, collaborative, and systematic process of review, testing and documentation collection conducted to confirm that a structure and its subsystems perform as designed and as expected by the building occupant. In most cases, this procedure takes place during the entire project, from planning through final acceptance of the building. Commissioning has been shown to improve building quality in thousands of major projects nationwide. Commissioning (more specifically the commissioning authority) should not be confused with project management or construction management (project manager (PM) and/or construction management (CM)). A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e. defined to meet user requirements, and within the approved budget and other specified criteria, e.g. key performance indicators[1].

Construction management is a professional service that applies management techniques to the planning, design and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PM's and CM's share a commonality which focuses resources on time, cost and schedule. Commissioning, in contrast, focuses on the overall quality, operability and completion of the project using the KPI and Owner's project requirements as a basis for the success criteria.

Facilities has opted for three methodologies in the delivery of commissioning services all of which are based on the implementation of the Facilities Cx Guideline and program:

1 Internal staff resources provide all commissioning necessary for small to mid size projects and retrofits.

2 Independent commissioning authorities contracted by Facilities for large or mission critical projects where Facilities internal resources cannot commit or fulfill the necessary time requirements for the successful completion of commissioning task.

3 Collaborative approach in which Facilities internal staff will act as the CxA project manager and coordinate a team of individual contract designees or internal staff to fulfill the commissioning program requirements.

Regardless of the methodology, the CxA (Commissioning Authority) should be chosen based on experience and in a manner similar to consulting engineers and architects where experience, resources, skills and the required amount of availability and flexibility are appropriately addressed.

[1]The Key Performance Indicators (KPI) determined at the beginning of the project, reflect directly on the key objectives (goals) of the project and provide the basis for project management trade-off decisions during the course of the project. At the completion of the project these KPI's will be the most relevant measures to confirm the acceptability of the project and its product by the project's stakeholders as being successful. The KPI's will also be documented in a Williamson County Facilities Management Central database to continually evaluate building metrics, value and lifecycle cost benefits (Location TBD).

Facilities Factors Supporting the Need for Building Commissioning
■ Unclear Owner's Performance Requirement (OPR) ■ Complex building systems ■ Increased specialization without integration ■ Unclear standards and criteria for gauging system performance ■ Lack of functional performance testing ■ Conflicts between specifications and applicable codes ■ Conflicts between program management and long term operability ■ Inadequate system documentation ■ Current maintainability and accessibility problems ■ Inadequate provision for maintenance, O&M manuals and training ■ Numerous change orders and cost overruns ■ Unfinished systems at project completion ■ Poor quality of design and installation ■ Lack of records including change order authorization and agreements to reduce scope ■ Current reality of significant unbudgeted time for follow-up to remedy errors and omissions using operating budgets ■ Facilities PMs overworked ■ Potential lack of OEM at project turnover ■ Typically no construction manager on the job ■ Lack of appropriate resources to develop, implement and perform necessary quality assurance programs.
Sources: U.S. General Services Administration Building Commissioning Guide, July 2003, Facilities Initial Project Evaluation October 5, 2006

It is anticipated that the Facilities commissioning program will be available for all projects as a resource and management tool. The Facilities Commissioning Program team will/can provide all materials and resources necessary for the announcement, review and selection of an outside third party commissioning firm. The Facilities Commissioning Program team can also manage the commissioning process by providing actual commissioning services or by ensuring that contracted independent commissioning firms are fulfilling their contractual obligations. Facilities PMs should look for a staff that includes both professional engineers and experienced technicians when awarding projects to CxA firms until such time as the release of this program. One should also expect commissioning

service providers to participate in the national commissioning community through conferences, continuing education, and as participants in national peer organizations.

All building programs at Facilities will require commissioning for at least the mechanical, life safety, and electrical portions of the project. As Key Performance Indicators are evaluated, commissioning may expand to a total building function. The determination of whether to use an independent or internal staff commissioning provider should be evaluated using this simple criteria:

Use of an independent third party commissioning provider is considered standard procedure for all new building projects.

Use of the collaborative program should be considered when the complexity of the project or the time commitments couldn't be completely fulfilled by Facilities' internal staff or in situations in which multiple remodel projects are being assigned to one Facilities internal staff to manage the commissioning aspects.

Program managers should anticipate a budget between .75 percent to 3.0 percent of the new building construction for total building commissioning. If only select systems are to be commissioned, then the recommendation is to budget an average of 3.0 percent of the system component cost for commissioning of that system. These fees are exclusive of travel, videotaping, testing-adjusting and balancing (TAB) work, and extra certifications beyond occupancy. If 3.0 percent of the new building construction is less than $3.5k and the project will require third party commissioning, it is recommended to use the estimate of $3.5K amount due to a minimum amount of time needed to perform the commissioning process.

While the cost of commissioning constitutes only a very small part of the cost of the initial construction process, it has been shown to be a significant, positive contributor to the economical construction and maintenance of the facility for years to come. In a recent study conducted for the U.S. Department of Energy, the cost of commissioning was actually determined to be a negative number for the Owner. The expected first cost increase for these services actually lowered the entire first cost of the project. Metrics below do not reflect the additional long-term operational savings

COMMISSIONING METRICS (These Numbers need to be revised)
U.S. DOE
Cross Section of Building Types (Administrative, Data Center, Production, Research)

Project Types	Average Total Cost of Construction (millions)	Average Square Feet (thousands)	Average # of Deficiencies Discovered	Average Commissioning Cost	Net Cost Cx Cost-Cost of corrections prior to turn over.
Project "A" Type	$14	36	622	$155,000	-$128,960
Project "B" Type	$48.6	360	528	$265,000	-$162,925
Project "C" Type	$10	55	650	$168,000	-$396,875
Project "D" Type	$10.1	52	473	$123,000	-$202,527

SECTION 1 - WHAT IS COMMISSIONING?

Simply stated, commissioning is the process of making sure a building works as intended. A more complete definition is:

> **"Systematic process of assuring by verification and documentation, from the design phase to minimum of one year after construction, that all facility systems perform interactively in accordance with the design documentation and intent, and in accordance with the Owner's requirements, including preparation of operation personnel"** [2]

Let us take a closer look at this definition:

Commissioning is *systematic*. Benefits from commissioning can be achieved no matter when the process starts. The earlier one begins the process of commissioning, the greater the potential benefits are. The maximum benefit will be achieved when commissioning is a part of the project from the very start. Furthermore, commissioning must be *integrated* into the project, meaning that commissioning is made integral to every stage of the project: design, construction, acceptance, and post occupancy (warranty).

The factors of *planning* and *integration* are two key points that set commissioning apart from traditional construction quality assurance processes. The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)[3], a leader in HVAC issues, offers several resources that are helpful for becoming acquainted with commissioning for mechanical systems. Another important resource for learning about commissioning is the Facilities Online Commissioning resource tool (www.Facilitiesxxx.Facilities.com) that provides a self-paced course on Facilities commissioning standards, resources and programs.

Historically, the term "commissioning" has referred to the process by which the heating, ventilation and air conditioning (HVAC) systems of a building were tested and balanced according to established standards prior to acceptance by the building Owner. Facilities, however, recognizes that the use of commissioning is key for the integrated nature of all building systems performance that impact our sustainability, workplace productivity and security. Because all building systems are integrated, a deficiency in one or more components can result in sub-optimal operation and performance among other components. Remedying these deficiencies can result in a variety of benefits including:

[2] GSA Guideline "Building Commissioning"

[3] ASHRAE can be contacted in Atlanta, GA at 404-636-8400 or e-mailed at edu@ashrae.org. The ASHRAE web site can be accessed at www.ASHRAE.org.

- Lower utility bills through energy savings
- Improved environmental/health conditions and occupant comfort
- Improved system and equipment function
- Improved building operation and maintenance
- Better building documentation
- Shortened occupancy transition
- Significant extension of equipment/system life cycle
- Reduced construction cost
- Increased reliability of building systems
- Improved building occupant productivity
- INCREASED BOTTOM LINE PROFITIABILITY

This highly integrated approach has been adopted by the National Institute of Building Sciences (NIBS), General Services Administration (GSA), Department of Energy (DOE), Department of the Navy, and many other federal, public and private entities. According to the GSA,[4] the largest owner and operator of buildings in the United States, commissioning will become business as usual due to the tremendous benefits it bestows upon the projects. Furthermore, total building commissioning is the Public Buildings Service process for quality assurance in new construction and facility modernization. "It is the process for achieving, validating and documenting that the performance of the total building and its systems meet the design needs and requirements of the Owner."

1.1 Planned and Integrated Commissioning is Crucial

Using the Facilities commissioning process during the design phase does not significantly change the way the design firms do business or the way we should manage our projects. It provides the design firm with additional information they need to do their job, requires that they document all assumptions, and that they submit quality design products. In essence, it requires them to fulfill their contract obligations to us!

Each design option developed by the design team must be linked back to the OPR (Owner's Performance Requirement) document. When a specific OPR cannot be met, that situation should be identified and the reason given as to why it cannot be met. The project team then evaluates the design options on their ability to meet the OPR as a whole. Tradeoffs are made based on cost, risk, schedule or other considerations, and the OPR is updated to reflect the decisions made.

[4] GSA publication "*GSA Guide to Building Commissioning"*

The process of selecting each design option is critical in that the designers are working as part of the project team to hone the shape, size, and type of facility and components to meet the OPR. Sufficient time must be spent during this step to ensure that all questions and concerns have been addressed and agreed to by the project team. Mistakes that are not caught during this step have repercussions throughout the life of the facility.

The implementation of commissioning during design is important because of several key services and benefits that the process provides to us including:

Commissioning Benefits During Design Phase

- Early introduction to the commissioning plan avoids exposing team members to unexpected reviews and service requirements during the course of the project.
- The CxA should confirm that the Owner's Performance Requirement (OPR) is complete during design phase. If not complete, the CxA should develop the initial OPR document that will be turned over to the A/E team so that the Basis of Design (BoD) can be developed. The OPR document is described in more detail later in this paper.
- The CxA contributes to the documentation of the Basis of Design (BoD) in several ways. Once the designers begin submitting their BoD information, the CxA must review the information to verify that it is a quality effort and to help reduce the occurrence of omissions. Next, as a part of the design review, the CxA must also compare the BoD information supplied by the designers with the OPR, to verify that the design does not violate the Owner's requirements.
- The CxA should check the construction plans and specifications during the pre-bid phase to confirm that the documents include provisions for commissioning, including systems testing and sequence of operation verification.
- The CxA should provide the requirements for commissioning in the specifications so that the general contractor is aware of their responsibilities prior to submitting a bid.
- The CxA's presence at pre-bid and preconstruction conferences should further acquaint construction personnel with the commissioning process and draw the constructor(s) into the project team.
- The CxA should document any changes that are made to the BoD, and identify them to other members of the design team so that the design team can insure the coordination of the drawings and specifications.
- The CxA can aid the designers by supplying a consistent format for guidance, which is likely to be very valuable to designers new to the BoD and the commissioning process.

1.2 Commissioning is Collaborative, Systematic, and Documented

Commissioning is *collaborative*. It is a team process from the very beginning. *One of the most important responsibilities of the CxA is team formation and the development of an accepted and standardized communications protocol.* The experienced commissioning professional verifies that quality is included in the project from start to finish by creating a heightened respect for quality within the team. To be sure, there is a certain amount of error identification, both in design and construction; but mainly, quality is built in, not inspected in!

Commissioning is *systematic*. Commissioning includes testing all items in all modes of operation. Equipment is first inspected in a static condition to assure it is installed correctly **(Field Verification)**. Moving equipment is then started up and electrical equipment energized for the first time under controlled conditions **(Functional Verification)**. After equipment is started up, systems of equipment are tested running together to prove that the system as a whole will operate as required **(Performance Verification)**.

Systematic refers to the commissioning building blocks of review, inspection, startup, and testing. It also refers to the "systems" nature of modern buildings. The commissioning process is organized by system components, including air handling units, pumps, boilers, chillers, water treatment, fire alarms, smoke evacuation, door locks, roofs, and walls. Grouping the building into subsystems makes it easier to understand how the building works and provides a framework for commissioning.

Commissioning is *documented.* The value of commissioning remains long after the building is accepted and turned over to the O&M staff. In the course of commissioning, key parameters of the systems are documented, organized, and preserved in the commissioning report. Not the least of these items is the OPR. The commissioning report records the intended use of the building and its various spaces so that if operation and maintenance personnel change, O&M staff will be able to understand why things work the way they do.

The review and approval of the O&M manual and the organization of the training program are also assigned to the CxA. This further insures that the tools required for future correct building operation are provided for Facilities' operational staff by the time of the completion of the project.

SECTION 2 - WHY COMMISSION?

There are two main benefits of commissioning:

- Facilities can have assurance of a correctly operating building at completion.
- Facilities can have a basis for confidence in continued correct operation due to documentation and staff training.

Recent studies conducted by Department of Energy indicate that on average the operating costs of a commissioned building range from 8% to 20% below that of a non–commissioned building. Certain available commissioning implementation tools, such as energy modeling and verification, may even result in a negative capital investment cost. Facilities' goal in adopting building commissioning is:

- To safeguard our building interest, by implementing solutions that best represent and meet the long term efficiency and functionality of all buildings and meet the expectations of our customers
- To improve facility operations
- To optimize the value received for each construction dollar spent
- To improve Indoor Air Quality (IAQ) and decrease liability due to IAQ problems
- To reduce unnecessary energy consumption
- To increase the productivity of our employees

To better understand these benefits, consider the increase in the complexity of building components over the past three decades. A greater increase in the complexity of building components has come about in the last thirty years than in the 200 years before. Thirty years ago, buildings operated by microprocessors were a novelty. Now nearly all buildings are operated by a Building Automation System (BAS) and large research facilities may have hundreds of microprocessors controlling everything from lights and comfort to the safety and security needs of the occupants. The same is true regarding automatic valves, actuators, solid-state sensors, occupancy sensors, CO_2 sensors, variable frequency drives, pure water systems, fume hoods, biological hoods, and other modern appurtenances.

Consider the increasing use of technology to meet the demands of safety and efficiency. The energy crisis of the 1970s brought about a huge increase in America's energy consciousness. This is reflected today in building codes as well as design standards. Buildings must operate at a higher level of efficiency than they did thirty years ago. They attain this level of efficiency largely by using the sophisticated components described above, coupled with complex computerized building operating strategies.

Benefits of Commissioning for Facilities

- Reduce change orders
- Reduce project delays
- Enforce start-up requirements
- Shorten building turnover period
- Reduce post-occupancy corrective work
- Minimize effects of design defects
- Improve indoor environment and employee productivity
- Increase building maintainability and reliability
- Reduce energy and operating costs
- Increase value through better quality construction
- Enhance move in experience of our customers
- Reduce overall cost of new building delivery
- Provide market awareness of sustainable efforts at Facilities

Consider also the increase in the use of new materials over the past two decades. New materials have been incorporated into wall finishes, insulation, carpet, ceiling tiles, window coverings, office equipment, furniture, paper, books, cleaning agents, and almost every other item to be found in the modern workplace. All these items either cost less or provide better service. Some do both. Unfortunately, many of them contain untested chemicals that deteriorate the building air quality and cause allergic reactions for some workers unless a building's HVAC systems are operating correctly.

Top Deficiencies Discovered in Facilities' New and Existing Buildings

- Incorrect scheduling of HVAC and day lighting systems
- Incorrect heating and cooling sequence of operations
- Incorrect calibration of sensors and instrumentation
- Lack of control strategies for optimum comfort and efficient operation
- Malfunctioning air- and water-side economizers
- Under-utilized computer-based control systems
- Short-cycling of HVAC equipment leading to premature failure
- Lack of design intent and building documentation
- Lack of training for building operators or service contractors
- Missing specified and paid-for equipment
- Lack of uniform building deficiency tracking
- Occupancy determined by schedule not functionality
- Lack of turnover standards and documentation
- No warranty documentation
- No design intent determined for buildings
- No measurable KPI's
- Meeting OPR can take years
- Lack warranty troubleshooting procedures and standards
- Lack standards of review for controls and points prior to acceptance
- Lack of acceptance program
- No energy consumption tracking or verification program
- Lack of consistent O&M training program
- Lack of clearly defined roles of all parties and their responsibilities

2.1 Commissioning for Maintenance

In the same way that engineering fees have remained relatively fixed, funding for maintenance and operations has stayed about the same on a unitary (per square foot) basis for a great number of years. Maintenance funding fails to reflect the increased complexity of buildings, as well as the need and cost for education and ongoing re-training of the O&M staff.

An ever-widening gap has developed between what a constructor installs and what O&M staff members are ready to accept. System components can be correctly sized, specified,

and supplied, but not installed, adjusted, and integrated to work optimally on the job. The consequence is that the noncommissioned building does not work correctly when it is built and the O&M staff does not have the time to figure out why. In fact, the O&M staff may be unaware that the building is operating incorrectly until the occupants complain.

Unfortunately, by this time, the building occupants' productivity has been reduced and they have come to expect no better than the poor building environment given them. Already, this new building is in an operations death spiral in which the building staff spends all their time attacking the symptoms of installation and design problems but have no training or time to attack the root causes. Evidence of such a situation may be seen in the bypassing and disconnecting of automatic controls, whether because of a lack of operational and maintenance training or because of equipment that has not been tested and adjusted to work smoothly as part of the overall installation. The result is steadily deteriorating environmental quality in the workspace, reduced energy efficiency, and building performance that falls short of the Owner's expectations.

The cost of these consequences is huge and can easily add up to many times the cost of commissioning.

Commissioning is the quality management process applied to building construction. It builds quality into the project and confirms correct operation through testing.

SECTION 3 - WHEN TO COMMISSION?

Facilities' Commissioning process should be performed on all new buildings and on any building remodel projects costing approximately $50,000 or more. On projects smaller than this, Facilities should execute its Commissioning Lite process. Projects that involve the installation of Electrical and/or HVAC equipment that has to be integrated into existing systems. Commission should be done on projects that change occupancy and/or intent of area of the building.

3.1 Budgeting for Commissioning

When considering budget criteria for commissioning, project managers should consider the following factors: What is the cost to Facilities if the building is energy inefficient? Environmentally wasteful? Inflexible? Seismically unsafe? Inaccessible? Unresponsive to client needs and Costly to Operate?

No set standards can be applied to determine the proper cost of commissioning for every building. The extent of desired commissioning services will affect the budget requirements. Factors such as building complexity, systems to be commissioned, critical operations inside the building, level of testing required, operation and maintenance goals, training requirements, project duration, and travel requirements all need to be considered in the budgeting process.

- Total building commissioning cost ranges from 0.75% to 3.0% of construction cost.

Cost Savings from Building Commissioning
■ Energy savings of 20 to 50 percent ■ Maintenance savings of 15 to 35 percent ■ Reduction of claims of 2 to 10 percent ■ Reduction of in-house overtime costs ■ Reduction of trouble-shooting costs
Source: Building Owners and Managers Association (BOMA) cost data for office buildings

Testing of sophisticated electrical systems such as emergency generators, uninterruptible power supply (UPS) systems, automatic transfer gear, etc, when included in the CxA contract will increase the cost of the electrical system commissioning.

Section 3 – When to Commission?

Various surveys on the cost of commissioning have been conducted throughout the U.S. and Canada. These surveys provide a starting point for budgeting. The data collected to date, indicate the cost of commissioning appears to range from 1.5% to 4.5% of the cost of the systems to be commissioned. For a building of average complexity and construction schedule, the cost of commissioning should be about 3.0% of the construction cost for the systems being commissioned. An average cost for basic commissioning of mechanical and electrical systems appears to be 3.0% and 1.5% respectively. For commissioning of sophisticated buildings such as research facilities and laboratories, this range can rise to 3.5% to 4.0%. For commissioning of simple fan-coil systems, the cost will be below these values. In the event that total building commissioning is desired, we recommend using 1% to 3.0% of the total construction cost in the project budget.

SECTION 4 - COMMISSIONING DELIVERY METHODS

The "How To" process of commissioning begins with the decision-making requirement of "Which delivery method?" As important as it is to implement a commissioning process, the method selected is crucial to the success of a project. Relationships and trust established at the onset of the project are the significant drivers for success. Many factors and variables (procurement, purchasing, resources, budget, schedule) greatly influence which delivery method is chosen. Facilities has adopted three primary commissioning delivery methods, which are outlined below.

4.1 Commissioning Delivery Methods

The combination of variables in the commissioning delivery selection process has led to the development of primary commissioning delivery methods adopted at Facilities:

- Engagement of independent commissioning provider
- Sole Facilities internal staff resource performs commissioning services
- Collaborative approach where Facilities internally manages a team of contracted providers

Which method is employed is driven primarily by project cost and complexity together with resource availability. While we may assume that it is always better to use internal Facilities resources from an operations support team, our experience suggests that time allocation, conflicting priorities and lack of excess capacity have degraded our ability to provide this service. Thus, for most projects our standard procedure would be the engagement of an independent CxA provider who would fulfill the obligations as outlined in our commissioning program.

Facilities has purchasing and procurement regulations and procedures in place to support this process. Therefore, the details of these processes are not enumerated here. Instead, the focus is on explanation of the delivery methods. In subsequent sections, development of the Scope of Work, Scope of Services, and other project specific aspects are covered.

4.2 Understanding and Evaluating the Options—Pros and Cons

Pros and cons stated herein are given for extreme effect to illustrate the stereotypical point. As further illustrative examples, imaginary quotes are listed in "role playing" fashion to demonstrate possible scenarios. We believe that in real life, the teams, players, and examples given may well be more moderate than the examples given here.

At the same time that the project delivery method is chosen and the decision is made to include commissioning, the commissioning delivery method should also be determined.

4.2.1 Option 1: Engagement of Independent Commissioning

In this option, an independent, separate entity assumes responsibility for administering and implementing the Facilities commissioning program under contract directly to Facilities.

Again, whenever Facilities selects this choice, the CxA should be separated from the design element or construction management unit in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

The CxA should have a separate professional services contract in place with Facilities. (It is envisioned that a separate Facilities business partner (DBP) may manage this program for Facilities. If so, a project manager would contact the DBP, and they would arrange for all commissioning services) The CxA should be independent of the other stakeholders (Owner's project manager, A/E, construction managers, and construction contractors). It is important that the CxA has design, construction, and operations experience for the type of systems and assemblies included in the project. Expertise and experience in successfully implementing the Facilities commissioning process should take priority over knowledge of all systems and assemblies. The CxA should have internal technical resources for each specific system and assembly. Contracting for commissioning process services through a separate, independent professional enables the CxA to focus on the commissioning process and to avoid potential conflicts of interest. This separate relationship allows the CxA to act independently as director of commissioning process activities and to focus on the functionality of systems and assemblies relative to the OPR. For this reason, the CxA must be able to communicate directly with the Facilities project manager. Additionally, for the commissioning process to be successful there must be a cooperative atmosphere among all parties to avoid adversarial relationships. To achieve this, all parties should be represented on the commissioning team.

The CxA will implement the detailed Facilities commissioning program requirements, which verify the OPR, and subsequent deliverable task as outlined in the Facilities Commissioning Specification. While Facilities maintains standard commissioning specifications and design guidelines, the CxA will review the Facilities Standard Commissioning Specifications and Design Guidelines and suggest any modifications that are necessary with the Facilities project manager. Therefore, regardless of the selection of a CxA and the use of design guidelines the CxA is a contributor to the project specifications (construction contract documents).

Pros

- Classical independent consultant can provide impartiality without a link to profitability or reverse incentives.
- Data is provided directly to Facilities (saves time, translation).
- The fox is not guarding the hen house.

- Since they are not responsible for the design, the independent CxA is more likely to ask questions, acting as the Facilities' advocate to identify failure scenarios.
- They may bring field testing experience to the design phase.

Cons

- The third party role can result in "reporting" without resolution. Because the independent authority is not responsible for design or construction.
- Who takes the lead to resolve issues or effect change and action where needed?
- If not brought on board early enough, or brought without buy-in to the team and the design or construction process to date, the independent firm can lack the "can do" attitude earned by the rest of the team. It may introduce rework and potential conflict with A/E and or the general contractor.

4.2.2 Option 2: Owner-Led Commissioning

In this method, Facilities implements the Facilities Commissioning Program via in-house staff. No external third party authority, constructor or designer is retained. Facilities must have an experienced field commissioning and management team on staff trained in the use and implementation of the Facilities Commissioning Program and tools. This would also include the capability to provide all necessary commissioning disciplines (mechanical, electrical, etc.) in a timely and effective manner. While the CxA can be an employee of Facilities, they should not be part of the project design team. Whenever this choice is made by Facilities, the CxA should be separated from the design element in order to provide Facilities with the independence required for the commissioning process to be successful and to avoid any conflicts of interest.

Pros

- Facilities retains control and decision-making ability over all other parties.
- Quick, single-point action is possible.
- No information translation loss from CxA team to Facilities.
- Facilities' team retains all the lessons learned during the commissioning process.
- Provides Facilities with another opportunity for designer and constructor performance evaluation.

Cons

- Facilities may not have enough staff or staff with enough detailed technical knowledge.
- Facilities may not be able to maintain impartial control and decision-making ability.
- Owner may not have a sufficiently assertive manager to run the commissioning process well and resolve conflicts in a timely manner. For example, the case may

arise in which a difference of opinion exists between a headstrong design engineer and an unyielding mechanical trade subcontractor about some system requirement, which needs to be resolved decisively and quickly.

- Facilities' CxA leader may not be empowered to make decisions, take risks, or resolve gray issues given that the same project managers who may have been affected by commissioning may judge their employment advancement.
- True completion of a commissioned facility may be less likely without the benefit of state-of-the-industry professionals.
- True total cost, including callbacks, problems, and downtime may greatly exceed the apparent initial savings of not having an external CxA.

4.2.3 Collective Commissioning Program

In this option, Facilities internal staff will lead the commissioning process in concert with industry professionals and/or tradesmen. The use of this delivery approach has been designed to augment as necessary the labor or expertise short fall that can be found within facilities and engineering. The use of this delivery model is ideal for quick turnaround projects, retrofits and renovations. As in the other delivery methods, the Facilities Commissioning Program will be implemented completely however, the Facilities Commissioning project manager will assign segmented tasks to his team for execution.

Pros

- Reduce the need for additional full time facilities staff
- Enable the Facilities Commissioning Program for aggressive small projects with short turnaround times
- Emulates success criteria found in larger Facilities project experience

Cons

- Who takes the lead to resolve issues or effect change and action where needed?
- Potential for fox guarding the hen house (conflict of interest)
- Potential for drive by reporting

SECTION 5 - IMPLEMENTING THE COMMISSIONING DELIVERY PROCESS

Commissioning will now be implemented on all Facilities projects. In order to begin the program several questions in regards to project programming may be helpful to review.

5.1 Q: As a Facilities Project Manager, which delivery method should I use?

A: As soon as the project begins programming and/or preliminary design, the Facilities PM should decide the Cx delivery method that will be used for the project. Generally, the appropriate choice of delivery method is determined by a combination of items, including the following:

- The level of sophistication of the building
- The level of sophistication and availability of Facilities' in-house resources
- The budget that is available for the commissioning effort
- The skill sets of the parties that will be involved in the construction project (low bid, versus CM, versus negotiated, geographic region etc.)
- The experience of contractors and their subs with the commissioning process
- The skill sets of the commissioning service providers who will be sent a CWA
- If the DCP is approved, consultations with the program director for commissioning will aid in this effort.
- As discussed earlier, while Facilities would prefer to use internal resources, for most projects involving new facility construction, data centers, manufacturing or extensive renovation, the use of an independent provider pre-approved by Facilities would be the logical choice.

5.2 Q: When should I select the commissioning delivery method?

A: The commissioning process should be started early in the programming or pre-design phase. If that is not possible, the CxA should be selected early enough for them to contribute as a member of the design team. As defined previously, commissioning is a systematic process beginning in the design phase. At this point, the design team can begin working with the CxA to (1) develop the commissioning-focused quality assurance procedures for the design; (2) develop the building product that meets the Owner's performance requirements; and (3) develop the drawings and specifications that will facilitate commissioning during the construction phase.

5.3 Q: What level of commissioning is appropriate?

A: Williamson County Facilities Management, expects that all projects will fulfill the intent and requirements of the Facilities Commissioning Program. The depth and amount of resources are a function of the complexity and the critical nature of the building systems. Obviously, a mission critical process has greater needs than a spec office complex. The Facilities customer, PM, and the design/engineering team should work together to determine the needs. A***s a minimum, all mechanical, electrical, plumbing, security, and critical systems will be commissioned. This would include the following typical deliverables:***

- Predesign/Planning development of OPR
  a. Development of initial commissioning plan
  b. Training for project team on Facilities' CxA
- The Design Stage
  a. Maintain master issue log in Facilities' (Database TBD)
  b. Schematic review
  c. Design document review at 50% & 100%
  d. Construction Document review at 50%, 75% & 95%
  e. Review and modification of specifications regarding commissioning
  f. Development of checklist for equipment
  g. Development of functional testing requirements
- The Bidding Stage-Respond to questions concerning commissioning requirements
- Construction
  a. Submittal reviews concurrent with Facilities
  b. Development of commissioning schedule
  c. Site observation
  d. Witnessing of critical systems
  e. Review RFI & change order logs and submittals
  f. Deficiency tracking (Database TBD)
  g. Reporting
  h. Asset data collection
  i. Test and balance verification
  j. Review of O&M drafts
  k. Review of training program
  l. Static inspection (field verification) of components and systems
  m. Startup (functional verification)
- Acceptance
  a. Initial functional performance testing
  b. Integrated functional performance testing (performance verification)
  c. Deficiency resolution tracking
  d. Review of as-built drawings and completeness
  e. Acceptance of O&M manuals and systems manuals (soft & hard)

f. Delivery of commissioning report

- O&M staff training and documentation
- Warranty review and seasonal testing
  a. Review of outstanding issues
  b. Review of building optimization needs
  c. Deferred testing
  d. Lessons learned presentation.

5.4 Q: When do we implement the commissioning process?

A: In most cases, the earlier in the project that commissioning activities can begin; the greater the effect they can have on the performance and outcome of the design, construction, and commissioning process. Various reasons for this advantage include the following:

- The CxA needs to develop a relationship of trust with the design team and with Facilities' staff. When CxAs are brought in late in the design phase, the designers have a tendency to view them as adversaries and not members of the team.
- The CxA needs to have a full understanding of the OPR. Such an understanding can be communicated more effectively in face-to-face meetings with all parties involved, rather than in written form only.
- Ideally, the team members selected to perform commissioning will have extensive experience with startup and troubleshooting of buildings. They may identify design issues that will be much less costly to correct on the drawings than after the systems are constructed.
- It is important that the constructor have a clear understanding of the constructor's role in the commissioning process. The CxA should list those requirements clearly in the specifications, especially when using a CM to help with the construction budgeting process.
- The CxA will help to ensure that sufficient balancing devices, measuring devices, and control items are included in the bid documents, which is more cost effective than adding these devices to the project through the "change-order" process.

5.5 Q: What are the benefits of early commissioning?

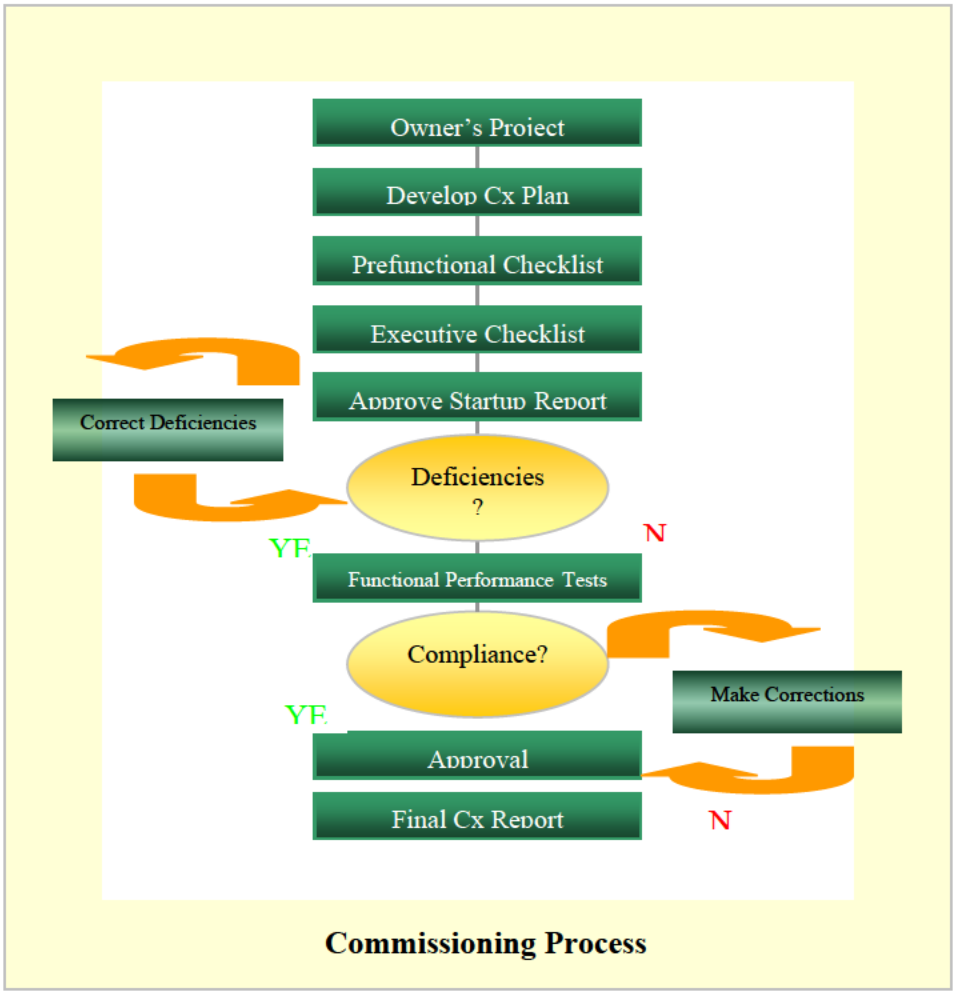
A: In almost every case, the earlier in the project that the commissioning activities can begin, the greater the benefit they can bring to the performance and outcome of the design and construction processes, and the commissioning process itself. Why is this true? Because these processes all profit from collective experience, feedback loops, and lessons learned and shared. If the commissioning

entity is able to influence or create the design intent document, they can bring their knowledge from the field of "what works" to the design stage, resulting in a building that, by design, will have a better chance of working as intended.

SECTION 6 - THE COMMISSIONING PROCESS—STEP-BY-STEP

A comprehensive view of the integrated commissioning process can be considered to have nine distinct phases in the following order:

- Predesign/Planning
- The Design Stage
- The Bidding Stage
- Early Construction
- Static Inspection (Field Verification)
- Startup (Functional Verification)
- Shakedown (Performance Verification)
- O&M Staff Training and Documentation
- Warranty Review and Seasonal Testing



Commissioning Process

Section 6 – The Commissioning Process

6.1 The Commissioning Process—Predesign/Planning

A sample Owner's Performance Requirement is included in Appendix G of the Facilities Commissioning Plan.

The most important components of this early phase of the project are the Owner's Performance Requirement (OPR) and the Basis of Design (BoD) documents.

The OPR is Facilities' *intention and expectation* of the *design and operations* of the building. It is the Owner's requirements for a successful building. It is a written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting documentation. In order for the project to be successful, the project team must achieve these requirements and document the achievement.

Regardless of what the document includes, it is architectural in origin: having been developed in association with the project design team. The document is performance-based and concentrates on what the occupants *need* instead of focusing on how the design team will provide it.

This does not mean that architectural considerations are foremost in the document. If only mechanical and electrical systems are being commissioned, then a sufficient OPR may be 90% those disciplines and 10% architectural issues (such as building code requirements, occupancy, etc.). The OPR, once complete, is then turned over to the A/E design team. They have the responsibility to develop the BoD, the primary document that translates the Owner's needs into building components such as occupancy type, room size, population, air quality, etc. The design team will produce design documents based on the BoD.

The job of the CxA is to assure that components have been supplied and installed correctly according to the bid documents, and to assure that the occupant's needs are met as described in the OPR. Therefore, the CxA needs both the OPR, based on the architect's knowledge of the occupants' needs and the design itself, showing the specified solution.

The OPR should be referred to frequently in the construction process. At the pre-bid conference, the design team should present it and solicit ideas from the constructor. It is true that the constructor will build according to the plans and will expect change orders for any work not shown on the plans. It is also true that some constructors will count on making money from such change orders and so will tend not to suggest improvements prior to bidding. However, some constructors may make such suggestions prior to bidding if they are given a chance to see the actual intent of the structure. If they are given only the design, and not the intent, they cannot be expected to help improve the project without change orders.

The document should be presented again at the pre-construction conference. The presentation of the OPR document at the pre-bid and preconstruction conferences should

be used as a team-building tool in defining a common goal. This is where the communication and team-building skills of the CxA are very important.

When the OPR is presented to the constructor team, the Basis of Design should accompany it. The Basis of Design explains how the design team chose certain systems and space arrangements to meet the needs of the occupants.

The most basic inclusion in the OPR is the general description of the building type (for example, data center, fulfillment center, support facility, office building, etc.). Beyond the building type, details are stated such as the occupant's age group, particular needs with regard to air quality, outside air volume, occupant load, and pattern of occupancy.

For instance, the OPR might describe a testing area that is to hold one hundred persons for two hours, be empty for an hour after that, all the while providing comfort and operating at maximum energy efficiency. The Basis of Design could specify a variable air volume system integrated with occupancy sensors and special programming, while the actual design in the bid documents could specify components, air volumes, and the required control sequence. Commissioning would assure that the equipment has been supplied and installed correctly, the air volumes and control sequence are correct, and the overall system "works" at each occupancy level.

6.2 The Commissioning Process—The Design Stage

The CxA can enhance quality during the design stage after a competent review of the design documents. The CxA should coordinate this review with any design review Facilities may perform. Generally, reviews performed by Facilities engineering review group are limited to programmatic and code compliance and constructability issues. The review performed by the CxA should determine, at a minimum, that the documents:

- Are consistent with the OPR
- Specify commissionable systems
- Include inspection and testing details
- Include equipment parameters that can be verified
- Incorporate a layout that allows testing and maintenance
- Fully describe the commissioning process for the bidders

The CxA should review the contract documents during development and should offer comments and recommendations.

The review process does not transfer responsibility for the design, nor is it intended that the CxA “check” or “warrant” the design. Responsibility for design rests fully with the design professional. However, the review process should be used to provide an additional quality control feature to augment the design process.

The Facilities PM should monitor this process and make certain that procedures are in place within the team so that issues the CxA raises are reviewed and the team comes to a consensus about them. If a consensus cannot be reached on an issue, the process should document the issue and Facilities should provide a decision and direction in consultation with the appropriate design professional.

The CxA will also review the contract documents to confirm that each piece of equipment or system is capable of being tested and has objective performance parameters that can be confirmed. For example, the CxA will confirm that pumps and other hydronic devices have test ports specified to allow flow measurement and maintenance access at air handling units or at straight duct lengths where airflow measurements must be taken.

6.3 The Commissioning Process - Writing the Specifications

Sample commissioning specifications are included in the Appendices.

The CxA should review the Facilities Commissioning Specifications and Construction Guideline and modify as required (with approval from the Facilities project manager). Any modification to the specifications should follow the appropriate division as determined by the Construction Specification Institute's (CSI) *MasterFormat*™ classification of construction systems.

Section No.	Document/Section	List of Contents	Scope of Contents
01100	SUMMARY OF WORK	Work covered by contract documents Identification of separate prime contractors	Describe commissioning process activities as part of the project. Alert the contractor that FACILITIES has contracted for commissioning process services with a separate CxA. Delineate contractor's scope of work relative to the commissioning process.
01200	PRICE AND PAYMENT PROCEDURES		No special commissioning requirements
01310	PROJECT MANAGEMENT AND COORDINATION	Provisions about coordination of commissioning process activities among contractors and subcontractors; project meetings	Coordination of meetings and conferences

Section No.	Document/Section	List of Contents	Scope of Contents
01300	SUBMITTALS	Procedures for submittals	Submittal requirements for commissioning process activity reports and schedules should be specified in Sections 01811 to 01819 Add requirements here for additional copies from contractor to CxA and for approved submittals to be distributed to CxA
01400	QUALITY ASSURANCE		No special commissioning process requirements
01500	TEMPORARY FACILITIES AND CONTROLS		No special commissioning process requirements
01600	PRODUCT REQUIREMENTS		No special commissioning Process requirements
01700	EXECUTION REQUIREMENTS		General requirements for construction checklists in terms of format and submittal requirements.
01731	CUTTING AND PATCHING		No special commissioning process requirements
01770	CLOSEOUT PROCEDURES		Include requirements for CxA to review and approve O&M documentation
01810	COMMISSIONING PROCESS		General administrative and procedural requirements without regard to specific systems and assemblies.

Section No.	Document/Section	List of Contents	Scope of Contents
01811	BUILDING ASSEMBLIES COMMISSIONING REQUIREMENTS	Substructure Superstructure Building shell Exterior wall assemblies Roof assemblies Building interior Separations Paths of egress	Construction checklists Assembly description Performance requirements Prerequisites to Testing System or Assembly Test requirements Test Reports
01812	CONVEYING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Elevators and lifts Escalators and moving walks	Construction checklists Assembly description Performance requirements Perquisites to testing system or assembly test requirements Test Reports
01813	PROTECTIVE SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Fire suppression (including pumps, sprinkler and standpipe piping and terminal devices) detection and alarms (including fire, smoke, gas and leak) Lighting protection Cathodic protection	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01814	PLUMBING SYSTEMS COMMISSIONING PROCESS REQUIREMENTS`	Water distribution Sanitary waste Storm drainage Other plumbing systems	Construction checklists Assembly description Performance requirements Prerequisites to testing system or assembly test requirements Test reports
01815	HVAC SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Heat generation (including central equipment, distribution systems, and terminal devices) Refrigeration (including central equipment, distribution systems and terminal devices) Ventilation (including central equipment, distribution systems and terminal devices) HVAC control systems (including central equipment, distribution systems, and terminal devices)	Construction checklists Assembly description Performance Requirements Prerequisites to testing system or assembly test requirements Test reports

Section No.	Document/Section	List of Contents	Scope of Contents
01816	ELECTRICAL SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Power distribution (including central equipment, distribution circuits, and terminal devices) Lighting (including fixtures and controls)	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01817	COMMUNICATIONS SYSTEMS COMMISSIONING PROCESS REQUIREMENTS	Voice and data Sound and video	Construction checklists Systems description Performance requirements Prerequisites to testing System or assembly test requirements Test reports
01820	DEMONSTRATION		Coordination requirements with CxA
01830	OPERATING AND MAINTENANCE DOCUMENTATION		Coordination with CxA
	INDIVIDUAL SECTIONS IN DIVISION 2 THROUGH 16	Field quality control tests Adjusting and balancing Cleaning Demonstration	A statement requiring commissioning process Activities to be accomplished for system, subsystem, or equipment components as a part of its parent system. A statement that requires contractor to complete construction checklists and perform tests.

6.4 The Commissioning Process - The Preliminary Commissioning Plan[5]

Even though standard specifications for commissioning have been developed, the CxA will review and modify if necessary and develop procedure and specification into a preliminary commissioning plan. This plan extends Facilities' original system-by-system commissioning procedure into a scope of work that names actual components and systems

[5] See Sample Commissioning Plan in Appendix "X"

in the design documents. The CxA should develop procedures for each of the systems to be commissioned. This interim plan should be incorporated into the specifications to give the constructor the best possible idea of his part in the process. After the bid is awarded and submittals are approved, the CxA writes the formal commissioning plan that completely describes the commissioning work.

6.5 The Commissioning Process—The Constructor Selection Stage

The selection of the constructor is a brief but important time in the commissioning process. This is the first opportunity to bring the constructor(s) into the process, and it is vital that the constructor cooperate in the commissioning process if the team is to reach the goal of a quality building. Constructor personnel perform the inspection and testing required by the CxA. It takes constructor time, and it costs the constructor money. It also saves the constructor time and money through reduced callbacks and the early and fair resolution of problems. Overall, the constructor and subcontractors will save more than they spend on commissioning, although they may not believe this at first.

As the bidders/proposers prepare their bids/proposals, there will be questions about their roles in commissioning. The CxA should answer these questions, either at a pre-bid/pre-proposal conference, in writing, or both. Although commissioning is still a new and developing practice for Facilities, it has been found that most constructors readily accept commissioning once they understand it. Furthermore, they accept the process much more readily if the CxA exhibits a positive, helpful, cooperative approach right from the start. This is a key aspect of independent third party commissioning. The CxA team leader should have excellent leadership and team building skills.

In addition to answering constructor questions, the CxA may need to answer questions for the design team. This is especially true if the project bids/proposals come in over the cost estimate. The CxA may be called upon to evaluate the savings in commissioning costs that should result from cutting portions of the project out to make the required budget. Indeed, the CxA may be required to help defend the commissioning process itself from elimination in view of a budget problem.

When the pre-bid/pre-proposal conference is organized, the CxA should be placed on the agenda to present a brief overview of the commissioning process and answer specific questions posed by the constructors. The questions and answers that come out of this conference, including those related to commissioning, should be recorded in the minutes and issued in writing to all bidders/proposers as an addendum. The CxA should provide answers to commissioning questions to the Owner’s project manager.

Subsequent addenda will answer questions posed to Facilities and the design team after the pre-bid/pre-proposal conference; however, they may or may not include commissioning questions. All commissioning questions posed by the constructor should be routed through the Facilities PM and then to the CxA to assure that each response is sent in an identical form to all constructors and all members of the design team. The CxA should review any

addendum to confirm that revised drawings and specifications do not reduce the commissioning requirements or capabilities. The CxA should stay alert to any changes in construction time as related to addenda. If there are significant changes in the project that will affect the time for CxA services, make sure adequate time is added to the constructor's construction time in the addenda to allow for commissioning.
Proposals to cut commissioning because of cost should be met with resistance. Facilities expects that all projects will be commissioned to ensure our assets have been designed, built and capable of being operated as intended. It is wrong to compromise quality to address minor budget concerns. The cost of correcting our facilities after project turnover is considerably more than the fees for commissioning. The cost of unplanned facility shutdown due to a systems failure is unacceptable.

6.6 The Commissioning Process—Early Construction

The beginning of the construction process includes the following commissioning-related activities:

- Preconstruction meeting
- Development of the construction schedule and schedule of values
- Submittal of equipment and materials
- Completion of the final commissioning plan

During the early stages of construction, the CxA will continue to answer questions for the constructor and verify that commissioning is being integrated into the construction process. The best venue for this is the preconstruction meeting.

The first item of discussion is the schedule. Developing the schedule is actually two tasks: 1) getting commissioning milestones placed on the construction schedule, and 2) including contractor commissioning activities in the schedule of values. The construction schedule and schedule of values are key documents that allow Facilities to track the construction process. Having commissioning included in these is a good way to confirm that the constructor is an active part of the commissioning team.

The CxA works with the constructor and, if necessary, the subcontractors to discuss phasing and timing of commissioning. This schedule gives the constructor an idea about what commissioning information must be included in the constructor's overall schedule. The constructor is required to integrate the information into the overall schedule of the project. In this way, all subcontractors are given additional notice about the requirement for commissioning.

When the schedules are submitted, copies are routed to the CxA for review with regard to commissioning milestones. The commissioning milestones shown on the tentative schedule of commissioning activities should be integrated into the overall schedule by the time the schedule is submitted for approval. Although it is true that this schedule may be

revised many times before the bulk of the commissioning activities are accomplished, these activities should be a part of the schedule from the start. As other milestones are revised, the commissioning schedule should be revised accordingly.

As the constructor makes equipment submittals to the design engineer, the Facilities PM should route copies of the approved submittals to the CxA for information only. The CxA does not approve submittals (that is the engineer's job), but the CxA does comment to the Facilities PM if there is anything in the submittals that appears seriously wrong. The CxA should make sure that any submittal requirements for items key to commissioning are not left off constructor submittals.

Commissioning procedures include static inspection, startup, and functional test descriptions. The CxA writes and assembles these procedures as part of the commissioning plan as equipment information is available from submittals. As the documents are completed, they should be submitted to the PM and the designer for approval, and then to the constructor for scheduling. Meetings between the CxA and the constructor serve to further clarify the intent of the process and keep the constructor involved.

The final draft of the commissioning plan is completed during the early stages of construction after all equipment submittals have been approved and before equipment has arrived on the site. It starts with the requirements on a system-by-system basis and provides more detail based on the actual design and the equipment ordered. The commissioning plan developed at this point should have detailed information on the support required from constructor personnel. Specifically, each inspection and test should be annotated to show the responsible subcontractor.

6.7 The Commissioning Process—Static Inspection (Field Verification)

As the commissioning plan is completed, equipment is ordered, and the building foundation and framing is beginning, the static inspection phase of commissioning begins. The static inspection phase lays the foundation for equipment startup by confirming that equipment is installed in such a manner that it can function in a safe and effective manner. In general, this includes verifying items in the list below, among other things.

- Equipment location: Are unit locations according to plans and practical requirements? For example, is air handling units positioned to allow full access door openings for maintenance?
- Installation of instrumentation: Are installations performed according to manufacturers' requirements (such as laminar flow for flow sensing devices) and according to engineering requirements (such as duct pressure sensors located 3/4 of the distance to the furthest point in a VAV duct system)?
- Drain piping: Are drains sloped as specified and have pipes been pressure tested?
- Sheaves: Are all sheaves aligned properly?

- Connection to power and other utilities: Have utility connections been verified?

- Pipe and duct support: Are these items properly suspended for safety and function?

The CxA provides checklists[6] to construction personnel to carry out these inspections. These checklists incorporate manufacturers' requirements and other basic steps that typically would be done even without the commissioning process and, therefore, should not take a great deal more time to process than would the normal checkout procedure. As the constructor submits completed checklists, the CxA spot-checks the forms. If the checklists have not been completed accurately, shortcomings will become known as the group attempts to begin Functional Performance Tests (FPTs). If FPTs are cancelled and rescheduled, the constructor is responsible for the cost of repeat testing (an important notice to be included in the specifications).

Examples of inspection activities are as follows:

6.7.1 Piping and HVAC Ductwork

- During construction, piping and ductwork should be inspected for correct installation and should be pressure tested.
- Items affecting maintenance, such as valve locations, damper access panels, plumbing cleanout access, and sloped piping for drainage, etc., should be checked during construction inspections.
- Domestic water and sanitary sewer piping testing is a contractor quality assurance requirement—as well as a code requirement—and should be witnessed by Facilities' representative, the architect, or the CxA.
- Low-pressure (less than 3 inches static pressure water gauge) ductwork need not be pressure tested. However, all ductwork should be inspected visually before insulation for correct joining and supports.
- Testing, adjusting, and balancing (TAB) of air and water systems should have been preliminarily performed and ready for startup of the HVAC equipment. CxA to verify.

6.7.2 Air Handling Units and Other Major HVAC Equipment

- Air handling units (AHUs), make-up air units, rooftop heating and cooling units, and similar equipment should be inspected for mechanical items such as properly functioning case drains, filter seals, maintenance access, general air tightness, and vibration isolator supports.

[6] See Sample Checklist in Appendix "A"

- Control devices, such as sensors and actuators, should be verified as complete according to the Building Automation System (BAS) points list and control diagrams. These devices should be correctly located and completely and soundly installed.
- All electrical wiring is to be confirmed as installed properly, in conduit, terminated, grounded, and tested to confirm power and correct polarity (for motor rotation).
- HVAC piping should be inspected for air handling units, including coil connections, control valve locations, balance valves and test ports, bypasses, drain pans and traps, and maintenance isolation valves.
- Lubrication points for fan and motor bearings, as well as all movable supports, should be checked and mounting fasteners confirmed.

6.7.3 Building Automation System (BAS) Controls

- The controls contractor should perform a complete point-to-point checkout of all control devices throughout the building. Checkout is used to confirm that the engineer's point list is installed as designed. CxA to validate.
- For laboratories or other critical environments as defined by Facilities, all input and output devices in the critical zones should be calibrated to NIST (National Institute of Standards and Technology) traceable standard at the job site. Critical devices are defined in the contract documents in the I/O summaries or I/O list. Factory calibrations are not acceptable. The CxA must certify that this activity has taken place prior to Functional Performance Testing.

6.7.4 Electrical Systems

- During construction, power feeder cables are to be tested for proper insulation and dryness. Owner representative or CxA should monitor tests.
- Switchgear, panelboards, etc., are to be inspected for proper connections and grounding.
- Authorized testing companies should certify building electrical grounding and lightning protection systems.

6.7.5 Fire Protection and Life Safety Systems

- Fire service water line piping is to be flushed and tested; NFPA (National Fire Protection Association) certificate is required.
- Aboveground fire protection piping is to be flushed and tested (preferably per floor). Witness is normally by local fire officials. NFPA certificate is required.

- Smoke and heat detection sensors at air moving equipment are to be checked and verified for proper installation.

6.8 The Commissioning Process—Startup (Functional Verification)

Equipment is to be started up for the first time with required factory representatives in attendance. The equipment should be tested at all required speeds and preliminary programming should be completed as required to allow subsequent safe and easy starting. On most projects historically, the main issues that arise during equipment startup are related to control software for the temperature control system.

6.9 The Commissioning Process—Shakedown (Performance Verification)

After equipment has been proved at startup, Functional Performance Tests (FPTs) are to be conducted to confirm that the pieces work together. Tests must confirm that smoke causes air handling units (AHUs) to shut down and dampers to go into smoke-control modes. Other tests must assure that valves open on calls for heating and cooling and close when the set-point is satisfied. Tests should further assure that AHU economizer cycles respond to outdoor air temperatures and indoor calls for cooling, and that freeze protection actually shuts down the required equipment. AHU discharge temperature control should be checked at the unit and at the central energy management and control station.

Dampers should be cycled and checked for leakage, especially face and bypass dampers on steam coils. All actuators should be stroked full-open and full-closed to check for binding, calibration, and correct Building Automation System (BAS) addressing.

Functional tests include checking BAS parameters, such as programmed addresses, sensor calibration factors, occupied/unoccupied programming, and trend logging. Programming charts, sequences of operation, block wiring diagrams, and wiring termination diagrams should be included in the report. All BAS tuning variables, such as response times, damping variables, delays, and interlocks, should be included in the report.

Critical facilities, as defined by Facilities, will have the control input and output points loop calibrated. Inputs will be simulated with signal generators (4-20mA, 0-10vDC, etc.) and values reported on the central station console to be checked against published loop calibration tolerances of the manufacturer. Outputs will be loop calibrated so that when the system calls for an output device to be at the 50% open position, the device is physically checked to be in that position. 10% open and 90% open are also checked in addition to full open and full closed. Variable speed drives will also be checked in this manner.

A sample of items included in the subcontractor's Testing, Adjusting, and Balancing (TAB) report should be checked for accuracy. If a substantial failure rate is encountered, all failures should be corrected and a different sample chosen for a repeat test at the constructor's expense. Check all TAB parameters on AHUs and associated return/exhaust

fans. On critical facilities such as laboratories, clean rooms and data centers, Facilities may want to check 100% of the TAB readings

The Functional Performance Tests are the heart of the commissioning process, but they are also the most difficult and time consuming. This is when the team-building skills of the CxA pay off. If the CxA has succeeded in gaining the trust of the constructors by this time, the chances of completing the FPTs in a timely manner will be markedly increased. The best method of earning and keeping a good working relationship with constructors is constant communication. As the FPTs proceed, the CxA should constantly keep the constructors informed as to upcoming testing.

As inspection and testing proceed, the CxA may find a number of items that do not appear to work as intended. In some instances, the intended operation will be unclear and, in such cases, the CxA should submit a Request for Information (RFI) to the Facilities PM in the same manner that a constructor would submit an RFI. After confirming the intended mode of operation, the CxA can proceed with testing.

If equipment or systems are found to be malfunctioning, these problems should be listed on a deficiency form or listing. This form should indicate the test and item involved; it also tracks the status of the problem as it is corrected. The CxA will need to perform a varying amount of retesting because of system and equipment failures during the initial testing. The amount of retesting that is paid for by Facilities and the amount that is passed back to the constructor should be very clearly spelled out in the construction contract.

6.10 The Commissioning Process—O&M Staff Training and Documentation

A properly designed and constructed building cannot function properly without an adequately trained Operations & Maintenance (O&M) staff. Unfortunately, inadequate O&M training is a traditional shortcoming on most construction projects. Problems with O&M training include unqualified trainers, insufficient training time, and incomplete O&M manuals and record drawings. Training is often conducted before systems are fully functional (before the completion of performance verification testing), or is focused on *discrete* systems while failing to address the *interoperability* of modern building systems. Building users also tend to send the wrong personnel to training sessions, or miss scheduled training sessions entirely. The result of errors such as these will be an ill-prepared, overwhelmed O&M staff, and building problems from the start.

A qualified commissioning authority's requisite in-depth knowledge of the design intent and building systems makes them an ideal candidate to assist in O&M training. The following is a list of items that need to be prepared for an orderly transition of the building from construction to occupancy. The CxA is an ideal resource to help implement the following:

- **Review preventative maintenance plan.**
  This task is directly tied to the development of the O&M staffing. The commissioning authority can assist in a facility preventative maintenance plan that makes best use of O&M staffing to ensure that systems are properly maintained and running at peak efficiency.
- **Review facility record drawings.**
  The accuracy of facility records can be verified during functional and performance verification testing.
- **Prepare framed instructions showing the sequence of operations and interoperability for major systems and components.**
  Framed instructions displayed beside major equipment items (chillers, boilers, air handling units, HV units, emergency generators, etc.) can be a major aid for training, routine preventative maintenance, and equipment troubleshooting.
- **Review asset lists and Computerized Maintenance Management System (CMMS) input forms.**
- **Document warranty coverage and warranty claims procedures (both standard warranties and any extended manufacturer's warranties).** Most standard warranties provide one-year of coverage for major equipment items from the date of installation. This warranty date may be weeks or months before building turnover to the customer. In some instances, manufacturers will offer equipment warranties beyond the standard one-year period, while others may include limited services during the warranty period. This type of information is usually found either in the equipment documentation or in the O&M manuals. The CxA should research the appropriate documentation and prepare a consolidated warranty list for the customer.
- **Prepare a recommended list of spare parts, bench stock, overbuy, and special tools/equipment required for the first year of building operation.**
- **Review O&M manuals.**
  O&M training should never be performed without the benefit of completed O&M manuals. Regrettably, O&M manuals are often incomplete, or they are completed *after* the scheduled O&M training. The CxA can provide quality assurance by reviewing the O&M manuals for completeness, accuracy, and timeliness.
- **Coordinate and supervise constructor and subcontractor O&M training (using the system's O&M manuals and framed instructions).**
  Usually, the constructor should schedule all O&M training, but the commissioning authority can coordinate and supervise O&M training to ensure that it meets users' needs.

O&M training is not a traditional task for commissioning authorities, but it is one for which they are well suited. The constructor (with oversight by customer) traditionally provides the services shown above, or else the customer performs these tasks themselves. Unfortunately, many customers are not staffed to manage these activities. Customers

desiring the commissioning authority's assistance with O&M training should include specific O&M training tasks in their commissioning RFP.

6.11 The *Commissioning* Process - Final Report

By the completion of training or shortly thereafter, the CxA should have completed the commissioning final report. This report is a collection of all that has gone on before. As such, it contains copies of the following:

- OPR
- Basis of design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency log
- Guidelines for energy accounting

The commissioning final report, the TAB report, the O&M manuals, and the record drawings and specifications form the bulk of the documentation that will be left with the O&M staff at the new building. Additional information on building controls that includes block wiring diagrams, as-built control diagrams and sequences of operation will also be included in either the commissioning final report or the O&M manual.

6.12 The Commissioning Process—Warranty Review and Seasonal Testing

- **The First Year of Building Operation**

  At the completion of training and all other work required by the contract documents, the building will be occupied. There should be a specific notice in the specifications indicating to the constructor that the successful completion of commissioning is a requirement for the issuance of the architect's final certificate.

  Issues may arise during the one-year warranty period, but if the CxA process has been followed, the issues should be minor and readily handled by the O&M staff armed with documentation and training. Overall, the commissioned building should provide the working environment required for the occupants and the O&M staff can concentrate on establishing an effective preventative maintenance program that should work for the life of the building.

- **Seasonal Testing**

  It is likely that certain parts of the building mechanical system cannot be adequately tested due to the season of the completion. For instance, testing of a boiler system might be difficult in the summer and testing of a chiller and cooling tower might be difficult in the winter. Checking an outside air percentage is much easier when there is a substantial difference in temperature between the outside air and the return air.

  For this reason, commissioning plans should include off-season testing to allow testing certain equipment under the most appropriate test conditions. This requirement must be clearly spelled out in the specifications because it will require some constructor personnel to return to the site after the project is completed. It is also necessary to withhold money for this activity in addition to that usually withheld for warranty items.

  It is also recommended to have the systems tested during the shoulder seasons (spring/fall). Items to look for include proper dehumidification sequences and partial load performance of mechanical systems.

- **Building Automation System (BAS) Trend-Logging**

  During the completion of Functional Performance Testing, the CxA is also asked to assist in the programming of the BAS to include the trend logging of a selected group of key performance indicators. These indicators usually include temperatures and pressures for boiler and chiller operations, duct pressures, outside airflows, and some typical variable air volume (VAV) boxes operating parameters, and unitary equipment performance parameters.

  Trend-logging is a valuable part of the training program and allows the staff to get started on the right foot, thus ensuring that the established building performance is maintained for the life of the building. Some specification writers may ask that temporary flow monitoring equipment be installed to verify system operation. The agency's designer should consider making the flow monitoring equipment permanent and include it as part of the project so that the operations and maintenance staff can continue to use the instrumentation.

Section 7 – Transition Program

7.1 Project Closeout

The process of project closeout is not a sole responsibility of the Facilities Commissioning Program. In fact, the closeout process will engage all of the project stakeholders in a systematic approval process that will aid in the transition of the project from a state of construction to occupancy. The CxA will have specific tasks within the process and will also perform the role in administering and documenting the completion of this program. Facilities Building Management (DFBM) has developed the Building Acceptance - Occupancy Approval Process & Checklist for use with all of our construction projects. The process & checklist is a management tool for assuring the successful completion and satisfactory occupancy for our projects. It provides a summary of actions and goals to be performed by and information to be produced by the project designers, contractors and Facilities personnel.

To assist the project designers, contractors, and Facilities FM personnel during the construction phase of each project, the checklist identifies multiple series of related actions, tasks, milestones and information submittals that should be considered for each project. The checklist is not comprehensive; it must be modified for the specific requirements for each project, which will require the coordination of the CxA with the entire project team - deleting items that are not applicable and adding items as appropriate.

The Facilities Building FM Management Team, including personnel from Corporate Planning (CP), Project Management & Construction (PMC), Facility Operations (FOps) and Resource Planning (RP) is responsible for making sure that each checklist item and any other project specific issue is identified and incorporated into the custom checklist for each project.

In the following text, each checklist item is defined. These definitions provide a brief explanation of the actions or items and describe why these actions are beneficial to the successful completion of the construction project. Some of the definitions also include the purpose or use to which these actions will be put.

A PROJECT START

Successful project management depends on developing a plan & schedule for getting to the end of the project - a road map. For each new project, the Facilities Project Management Team will meet with the designer and contractor to create the project plan and schedule. In addition to identifying the specific items required by the project, the time frames shown in the checklist should be adjusted to account

for the duration of the construction schedule. Other tasks should also be completed at the start of the project.

A.1 Prepare construction emergency contacts list, post on the Facilities FM network and Facilities CxAlloy website. Distribute to all stakeholders.

The Facilities project manager shall prepare and maintain a directory of emergency contact telephone numbers for the architect, consulting engineers, contractor and primary subcontractors (particularly site, mechanical, electrical and fire protection subcontractors). The emergency contacts list should include the network communications help desk number for emergencies, such as scheduled and unscheduled outages for splices, cable cuts or other line damage.

A.2 Facilities management administrative activities

The Facilities Project Management Team will accomplish the following tasks:

A.2.1 Project construction overview meeting

As described above this meeting shall be conducted to adjust project plan and schedule, with consideration for proper advance notices, for the quantity and recipient(s) of deliverables, activities and inspections.

A.2.2 Building plans to building services / facilities management

Building Services / Resource Management will analyze the design documents to determine the requirements for building maintenance and custodial staffing, supervisory assignments, schedule for hiring, etc.

A.2.3 Building equipment preventative maintenance identification designations

From facility management reviews of the 100% design construction documents, the ID numbers for all of the building equipment and appropriate building systems shall be provided to the general contractor and subcontractors for tagging this equipment as it is installed. These ID’s should include identification of utilities, valves, tap points, equipment, service access, test points, and related features.

A.2.4 Facilities management and other Facilities customers notified of anticipated occupancy date.

The anticipated occupancy date will be used to establish a milestone to benchmark the entire checklist against.

A.2.5 Date confirmed with Facilities FM Security for lock installation and keying.

The FM lock shop will be informed early in the construction process about issues related to door and hardware deliveries. With consideration of the anticipated occupancy date, their schedule for lock installation and keying can be planned to assure that the building is ready before occupancy.

B CONSTRUCTION PROGRESS INSPECTIONS

During the construction phase of the project, the CxA and other consultants will perform regular site observations. The CxA will provide detailed reports as to the status and adherence to the construction documents, in compliance with Facilities' design and construction standards and with consideration to the maintenance and operation of the building systems. This is a contractual requirement for our commissioning providers. This is part of the on-going quality process that is commissioning. We ask for this because this is what commissioning buildings is all about.

B.1 Periodic inspections by the Facilities commissioning coordinator and/or project manager to invite other Facilities FM personnel as appropriate.

B.2 Environmental Health and Safety office

The EH&S personnel use these opportunities to inspect the building regarding the issues as required by Facilities policies and regulations. They will verify that buildings are capable of handling any hazardous waste products that may be generated.

C COMMISSIONING ACTIVITIES

Commissioning is a critical component of the construction process at Facilities. The commissioning authority is charged with the responsibility of defining the testing necessary to validate that each new building will perform in accordance with its intended design.

C.1 Construction Tests

Construction tests are performed on building systems to verify that the in-place construction will perform as it is intended, i.e. to keep the rain and weather out, to insulate properly and in the case of building equipment, to operate at 100% of its designed / manufactured capacity.

Examples of these tests are:

C.1.1 Roof Assembly test
Test to validate the roof system will withstand the live loads and wind loads that may bear on it, AND

To keep the rain and weather out…

C.1.2 Window Assembly Water Test
Test to validate the windows will withstand the rain and wind loads that may bear on it, AND
To keep the rain and weather out…

C.2 Special Equipment (Customer or Building Operations)
Any special equipment that will be installed in a building shall be defined as to purpose, location, operation, testing for functionality and accessibility for maintenance and future replacement.

C.2.1 Review location and required utility connections

C.2.2 Review special maintenance requirements

C.3 Fire alarm inspection by engineer/consultant and system certification by (sub)contractor (NPFA13,72)

C.4 Elevator inspection by commissioning authority or consultant, and elevator coordinator for use by general contractor

C.5 Elevator inspection by state inspector, consultant, PMC project manager and FM elevator coordinator for Facilities use and operation

Facilities network to verify elevator phone line

C.6 Chiller inspection by project managers, engineers and mechanics for construction operation

C.7 Chiller inspection by project managers, engineers and mechanics for Facilities use and operation
See C.6 above.

C.8 Endorsement of general contractor's insurance company for beneficial occupancy (if applicable)

This activity provides the project manager a confirmation that aspects of the construction contract have been fulfilled with regard to proper insurance coverage and release.

C.9 Endorsement of Facilities Surety for beneficial occupancy (if applicable)

C.10 Contact Facilities Risk Management to start Facilities insurance coverage

D NETCOM

The Network Communications Department at Facilities Information Systems (IT) is responsible for the inspection and acceptance of contractor installed wiring & wiring pathways and the spaces dedicated to communications within the facility. Typically (IT) is responsible for the equipment and final installation activities to properly connect each building to the Facilities telephone and computer systems, including making the terminations at each telephone and computer connection. In some cases, IT may directly install wiring and wiring pathways within the facility. To properly install, service and maintain these systems within the facility, IT must have the opportunity to inspect the contractor-installed systems before they are enclosed in wall and ceiling assemblies. As part of fulfilling this checklist, the project manager shall coordinate with IT personnel and the contractor to establish the schedule for fulfilling these inspection and installation requirements as the construction work progresses.

D.1 Communication rooms - inspection & acceptance by IT

Completion to include wall, ceiling and floor finishes plus backboards and grounding. A door with a construction lock is required at this stage as well as "live" power to AC outlets.

D.2 Horizontal & vertical pathways - IT acceptance of contractor installed raceways, conduits and wiring (station cable)

Inspection for cable pathways completion to Facilities' specs and wiring installation to acceptable practices.

D.3 Entrance pathways - IT acceptance of contractor installed building service entrance

D.4 Installation of IT provided equipment and terminations (and possible vendor installed wiring) and system activation.

Contingent upon communications room completion and acceptance.

D.5 Installation of IT vendor installed entrance cable

D.6 Removal of provided AE/contractor telephone equipment

D.7 Final shut-off of construction telephone and network access connections, including stopping monthly invoicing. If applicable.

E FACILITIES FM TRAINING

E.1 Training of facilities operations personnel on building systems

The need for the training to occur during this time frame is so the appropriate personnel can be trained on the actual operation of the equipment. They will be responsible for this equipment, and they need to fully understand it and have the opportunity to ask questions, before the building is turned over to facilities operations.

F 30 DAY MEETING

Status update on schedule and issues 30 days from acceptance.

G FINAL INSPECTIONS AND PUNCH LISTS

G.1 General contractor's preliminary punch list

A preliminary punch list by the contractor should be accomplished towards the end of the construction phase of the project. Ideally, the contractors punch list should be documented in writing and distributed to the rest of the project team. All items on the punch list should be completed by the contractor and his subcontractors prior to the start of the architects and engineers punch list.

G.2 Punchlists prepared by architect, engineers and consultants

The creation of the architect's punch list should be coordinated by Facilities' project management team and attended by an owner's representative who has been active and familiar with the project. The engineers and consultants punch list should be coordinated and input on an ongoing basis in Facilities' database (TBD) commissioning tool.
Punch list for substantial completion

G.3 Punchlists prepared by commissioning consultant, Facilities' project manger and team should be documented in Facilities' database tool (TBD).

G.4 Owner Insurance Provider inspection of life safety systems, PMC project manager and other Facilities personnel present

These are all life safety issues and equipment functionality needs to be verified at least 30 days before building turnover. These items need to be approved for proper operation before the facility is accepted and documented in Facilities' database (TBD).

G.5.1 Fire alarm system
G.5.1.1 Connect fire alarm system to fire & police department (if applicable)

G.5.2 Fire sprinkler/suppression systems

G.5.2.1 Connect fire pump alarm to fire & police department (if applicable)

G.5.3 Fire pump test

G.5.4 Emergency generator operation/load bank test

G.5.5 Fire extinguishers (installed and functional)

G.5.6 Other life safety systems and equipment

G.6 Local jurisdiction fire protection inspection completed

G.7 Local jurisdiction building inspections completed

G.8 Local jurisdiction certificate of occupancy issued

H FACILITIES FINAL CLOSE-OUT TASKS

H.1 Facilities' locks installed

Locks are required to assume ownership of the building and ensure the security of customer areas, mechanical rooms, etc.

H.1.1 Maintenance shops and custodial receive keys

H.1.2 Facilities security receive (master) keys

H.1.3 Communications rooms keyed

H.2 Building signage installed

H.3 General Contractor's final building cleaning

H.4 Facilities custodial final inspection for acceptance

Final cleaning by the contractor and acceptance by Facilities custodial provides a positive hand-off of cleaning responsibilities.

H.5 Facilities custodial first cleaning

H.6 Facilities utility meter activation

Facilities utility meter activation transfers utility cost from the construction budget to the building operating expense.

I PROJECT CLOSE-OUT DOCUMENTS

We ask for this volume of work to allow us to have the tools we need to take over the care of a new building. These documents will be used to facilitate our effort to care for the structure and its occupants.

I.1 Project construction records transferred to PM central filing for reference.

Including all construction correspondence, change orders, test reports, financial records, surveys, etc.

I.2 Project records transferred to FM archives and/or Facilities Management

I.3 All of the general contractor's close-out documents shall be reviewed and approved by the architect and received and accepted by Facilities.

I.3.1 Index of complete GC close-out documents attached to all parts of the GC Close-out Documents Submittal

We ask for this document to have an organized list of all documents furnished on a project for our reference at any time. We use this list to quickly determine just what has been prepared for that particular building.

I.3.2 Directory of all contractor, subcontractor, manufacturer and vendor information

We ask for this information so that we can find names, addresses, and phone numbers of all players in the project. We use this to contact anyone we need to in the care of the building. The information should include contact name, company address, telephone number, facsimile number and email address with each referenced to service provided or system or material installed, etc.

I.3.3 Copies of all certifications

We ask for this so we will know what issues have been documented. We use this to find out the particulars of any single issue that has been noted or certified in case we need to look into this particular part.

Include the following items:
Appropriate certifications and acceptance information
Use and occupancy permits
Certificate of inspection from fire marshall
DOL on pressure vessels, boilers, elevators, etc.
Public health inspections
Inspections by other governing authorities

I.3.4 Copies of all general contractor-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number and email address referenced to service provided or system or material installed, etc.

I.3.5 Copies of all general contractor obtained construction materials testing reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor did and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.3.6 As-built drawings

As-Built drawings are needed to be able to maintain and troubleshoot building systems from the first day of ownership. Locations and descriptions of equipment are required prior to ownership to establish the preventative maintenance program for the building.

We ask for copies of the as-builts so that we can see that they are distributed to everyone who needs them. We all use these to do our particular thing – such as answer questions about adding on to some utility line, etc. We know the groups that have this need for such archives; building mechanic, zone shop, and IT.

A copy of construction drawings with the contractor's construction notes added may be submitted to Facilities for reference until the final as-built electronic and hard-copy documents have been delivered. The project manager should consider delivery and acceptance of these preliminary and final documents as a prerequisite for reductions in withholding and final payment.

As-built drawings must show all field changes.

I.3.6.1 As-built drawings reviewed and approved by architect, engineer, and commissioning authority

I.3.6.2 As-built Drawings (electronic and hard copy) received and accepted by Facilities and posted in Facilities Management database (TBD)

I.3.6.3 As Built drawings distributed within Facilities (commissioning coordinator) using CAFM Tool in FMIS pulled from Facilities database (TBD).

I.3.7 O&M manuals completed, reviewed by A/E team, and commissioning authority. O&M manuals are needed so we can familiarize the building mechanics with the equipment before it is covered up and they can compare the manuals to the actual equipment. Equipment specs provide repair/replace material requirements to establish warehouse requirements for maintenance support.

The O&M manuals should be delivered to the commissioning authority in advance of the thirty-day delivery target in the schedule. The ONLY exception to this O&M manual delivery goal is for projects of 90 days or less duration, in which case these manuals must be delivered as soon as possible, but, at a minimum, prior to completion of the project.

O&M manuals must include the information as outlined in the specifications but at a minimum contain the following information:

a. Description of each unit and component parts, clearly identifying the specific part installed – if cut sheets are used, plainly mark the item included in the work
b. Manufacturer's printed operating and maintenance instructions with drawings and text to clearly illustrate proper operation and a logical sequence of maintenance procedure.
c. Servicing and lubrication schedule with list of lubricants. Show last contractor service and date for first FM service.
d. Preventative maintenance instructions for each piece of equipment.
e. As-installed control diagrams by controls manufacturer including sequence of operations.
f. Performance data information on all mechanical components and equipment, such as pump curves.

The general contractor and architect shall be directed to finish the submittal process as early in the construction schedule as possible.

Goal for O&M manuals delivery to be as soon as contractor's completed submittals are approved.

I.3.8 As-installed building finishes data submitted, reviewed by A/E team, and received and accepted by Facilities.

We ask for these specific paint formulas and for their usage location to be shown on the prints so that we can care for the building. This is particularly important for touch-up work. As-built building finishes data must include the following information:

a. Schedule of installed finishes.
b. Cleaning care instructions with manufacturers recommended agents and methods.
c. Paint Schedule for all surfaces, with paint manufacturer's paint mixture formulas.

I.3.9 As-built building systems data submitted, reviewed by A/E team, commissioning authority and received and accepted by Facilities.

We ask for this in order to have information necessary to care for the building, to be able to adjust systems to optimize performance, and for training of our staff. As-built building systems data must include the following information:

a. Installer’s coordinated drawings with installed color-coded piping diagrams and wiring diagrams.
b. As-installed electric circuit directories of panel boards.
c. Charts of valve tag numbers with the location and function of each valve.

I.3.10 Attic stock received and accepted

Attic stock needs to be stored before the customers start moving into the building. Materials are often needed immediately after the customers move in due to minor damages associated with the move. If attic stock is not stored before move in, customers tend to need extra storage space and will acquire the unclaimed open areas.

I.3.11 Computer for monitoring building systems installed and functioning

Mechanics need the ability to monitor the building systems prior to customers moving in so that they can monitor what is going on in the building. This also allows time for training on the computer.

I.3.12 Warranty summary information
I.3.14 Warranties, including all guarantees and bonds executed by vendors, manufacturers, suppliers and subcontractors received and accepted

Warranty information is needed so that we can determine who has the repair responsibility and for how long. We do not want to void any such warranty by performing maintenance that prematurely places equipment liability with facilities operations.

I.4 All of the Facilities close-out documents shall be prepared by facilities management and reviewed by project management & construction and plant.

I.4.1 Copy of Owner-Contractor Agreement

We ask for this to have the document that states the particulars of the arrangements between these two entities. We use this to answer any potential questions about this agreement that might come up such as who exactly is responsible for a particular issue.

I.4.2 Test and Balance Report delivered and accepted

Test and Balance is needed as a baseline to ensure proper air distribution and as a reference for future troubleshooting.

I.4.3 Copies of all Facilities-provided maintenance agreements and service contracts

We ask for these so we will have the information gathered on these agreements. We use this to find out what the particulars of these agreements are when a question arises about the doing of any one issue. This allows us to get into the details and fix the problem. The information should include contact name, company address, telephone number, facsimile number, and email address referenced to service provided or system or material installed, etc.

I.4.4 Copies of all Facilities obtained Construction Materials Testing Reports

We ask for these in order to be aware of just what issues of testing, such as concrete strength, the contractor executed and recorded. We use these to answer questions that come up in the care of the building such as add-ons or repairs.

I.4.5 Copy of the final Design Intent program document

I.4.6 Copy of all Owners obtained final surveys

I.4.7 Copy of all Owner obtained geotechnical reports and soils analysis reports

I.4.8 Copy of all Owners obtained seismic reports

I.4.9 Final Commissioning Report delivered

I.4.10 COMMISSIONING IS SUBSTANTIALLY COMPLETE

I.5 Complete sets of final building close-out documents distributed within Facilities (project manager & commissioning coordinator). See action J.3.6.3 above.

J BUILDING COMPLETION

J.1 Jurisdiction Certificate of Occupancy

The local jurisdiction Certificate of Occupancy is merely an instrument of the county's acknowledgement that the building appears to comply with the minimum requirements of applicable building and life safety codes for occupancy. It does NOT constitute formal approval that the building is completely finished nor completely functional and serviceable.

J.2 General contractor certification of training completion and Facilities acceptance

J.3 General contractor notice to architect of substantial completion

J.4 Substantial Completion Certificate prepared and signed by the architect

J.4.1 Outstanding punchlist inspection attached.

J.5 Substantial Completion Certificate signed by general contractor

J.6 Substantial Completion Certificate received and accepted by Facilities

J.7 FM directors final building inspection (walk-through)

K POST-OCCUPANCY INSPECTIONS & EVALUATIONS

K.1 WARRANTY INSPECTIONS

K.2 General contractor evaluations

K.2.1 Optional subcontractor evaluations

K.3 Architect, engineer and consultant evaluations

SECTION 8 - DEFINITIONS

***Acceptance*:** A contractually defined action that permits an activity to commence or continue.

***Basis of Design*:** A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's project requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

Construction Management: Construction management is a professional service that applies management techniques to the planning, design, and construction of a project from inception to completion for the purpose of controlling time, cost and quality. PMs and CMs share a commonality which focuses resources on time, cost, and schedule.

***Commissioning*:** See Commissioning Process.

***Commissioning Activity*:** A component of the commissioning process.

***Commissioning Authority*:** An entity identified by the Owner who plans, schedules, and coordinates the commissioning team to implement the commissioning process.

***Commissioning Plan*:** A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

***Commissioning Process*:** A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

***Commissioning Process Progress Report*:** A written document that details activities completed as part of the commissioning process and significant findings from those activities; it is continuously updated during the course of a project.

***Commissioning Process Report*:** A document that records the activities and results of the commissioning process.

***Commissioning Team*:** The individuals who, through coordinated actions, are responsible for implementing the commissioning process.

***Construction Checklist*:** A form used by the contractor to verify that appropriate components are on-site, ready for installation, correctly installed, and functional.
ASHRAE Guideline 0-200X, *The Commissioning Process.*

***Construction Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. Construction documents usually include the project manual (specifications), plans (drawings) and general terms of the contract, especially those required by subcontractors and vendors, suppliers and manufacturers of equipment, assemblies and systems.

***Continuous Commissioning Process*:** A continuation of the commissioning process well into the occupancy and operations phase to verify that a project continues to meet current and evolving Owner's project requirements. The continuous commissioning process activities are on-going for the life of the facility.

***Contract Documents*:** This includes a wide range of documents, which will vary from project to project, Owner's needs, regulations, laws, and countries. It frequently includes price agreements, construction management process, sub-contractor agreements or requirements, requirements and procedures for submittals, changes, and other construction requirements, timeline for completion, and the construction documents.

***Coordination Drawings*:** Drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for maintenance and replacement. These drawings graphically illustrate and dimension manufacturers' recommended maintenance clearances.

***Issues Log*:** A formal and ongoing record of problems or concerns, and their resolution, which have been raised by members of the commissioning team during the course of the commissioning process.

***Nominal Group Technique*:** A formal, structured brainstorming process used to obtain the maximum possible ranked input from a variety of viewpoints in a short period of time. The typical approach is a workshop session where a question is presented, the attendees record their responses individually on a piece of paper, the individual responses are recorded on a flip chart without discussion in a round-robin fashion, all of the responses are discussed, and then the individuals rank their top five responses.

***Owner's Project Requirements*:** A written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

Project Manager: A project manager is the person assigned responsibility and accountability for the project. This person is responsible for delivering the project in the agreed schedule, to the correct technical specifications, i.e., defined to meet user requirements, and within the approved budget and other specified criteria.

***Retro-Commissioning*:** The commissioning process applied to an existing project that was not previously commissioned; this guideline does not specifically address retro-commissioning.

***Systems Manuals*:** A system-focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner during the occupancy and operations phase.

***Test Procedure*:** A written protocol that defines methods, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems.

***Training Plan*:** A written document that details the expectations, schedule, budget, and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users, and occupants.

***Verification*:** The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's project Requirements.

SECTION 9 - ROLES AND RESPONSIBILITIES

Understanding and defining the role of each participant is vital to the success of the commissioning process. This section provides an example of the responsibilities of each participant in a comprehensive commissioning process. These responsibilities shall be documented in the contracts between Facilities and the contractor(s), and Facilities and the design professionals. The responsibilities of each participant should be included in the contract documents.

The responsibilities of Facilities, commissioning authority, design professionals, Facilities project manager, general contractor, and manufacturers are detailed below.

9.1 Facilities PM

- Include a statement regarding design professional commissioning responsibilities and scope in the request for design services.
- Develop and commit to the Owner's project requirements for the facility and its use.
- Assign operations and maintenance personnel and schedule them to participate in the various meetings, training sessions, and observations/inspections as follows:
    - Design phase coordination meetings
    - Construction phase coordination meetings
    - Initial owner-training session at initial placement of major equipment
    - Maintenance orientation and inspection
    - System testing verification meetings
    - Procedures meeting for testing systems
    - Owner's training session
    - Verification demonstrations
    - Functional performance tests
    - Final review at acceptance meeting
- Review and approve any changes made to Owner’s project requirements
- Review and approve the construction documents
- Review and comment on the commissioning authority’s commissioning process
- Review and comment on the commissioning authority’s progress reports
- Review and comment on the commissioning authority's verification reports
- Review and accept the commissioning authority's commissioning process report

9.2 Commissioning Authority

- Organize and lead the commissioning team.
- Facilitate and document the Owner's project requirements.
- Verify that the commissioning process activities are clearly stated in all scopes of work.
- Integrate the commissioning process activities into the project schedule.
- Prepare a commissioning plan that describes the extent of the commissioning process to accomplish the Owner's project requirements. Update the commissioning plan during each phase of the project to incorporate changes and additional information.
- Review and comment on the ability of the design documents to achieve the Owner' project requirements for the commissioned systems and assemblies.
- Prepare the commissioning process activities to be included as part of the project specification. Include a list of all individual trade contractor responsibilities for all the commissioning process activities (list contractors by name, firm, and trade specialty, if known).
- Execute the commissioning process through the writing and review of commissioning process reports, organization of all commissioning team meetings, tests, demonstrations, and training events described in the contract documents and approved commissioning plan. Organizational responsibilities include preparation of agendas, attendance lists, arrangements for facilities, and timely notification to participants for each commissioning process activity. The commissioning authority shall act as chair at all commissioning events and ensure execution of all agenda items. The commissioning authority shall prepare minutes of every commissioning process activity and send copies to all commissioning team members and attendees within five workdays of the event.
- Review the plans and specifications (during pre-design and the design phases) with respect to their completeness in all areas relating to the commissioning process. This includes verifying that the Owner's project requirements have been achieved, and that there are adequate devices included in the design to properly test the systems and assemblies and to document the performance of each piece of equipment, system, or assembly.
- Schedule all document review coordination meetings.
- Attend the project's pre-bid meeting to detail the design professional or contractor commissioning process requirements.

- Schedule the pre-design and pre-construction commissioning process meeting within 45 days of the award of the contract at some convenient location and at a time suitable to the attendees. The purpose of this meeting will be reviewing the complete commissioning process and establishing tentative schedules for the design phase and construction phase commissioning activities.
- Develop the initial format to be used for issues logs throughout and for each phase of the commissioning process.
- Schedule the initial Owner training session so that it will be held immediately before the contractor training. This session will be attended by Facilities' O&M personnel, the design professionals, the contractor, and the commissioning authority. The commissioning authority will review the Owner's project requirements and the design professional(s) will review the basis of design.
- Coordinate the development of contractor training.
- Attend a portion of the contractor training sessions to verify the Owner's project requirements are achieved.
- Receive and review the systems manuals as submitted by the contractor. Verify that they achieve the Owner's project requirements. Insert systems descriptions as provided by the design professional(s) in the systems manuals.
- Witness system and assembly testing. Verify the results and include a summary of deficiencies.
- Supervise the commissioning team members in completion of tests. The test data will be part of the commissioning process report.
- Periodically review record drawings for accuracy with respect to the installed systems. Request revisions to achieve accuracy.
- Verify that the systems manuals and all other design and construction records have been updated to include all modifications made during the construction phase.
- Repeat implementing tests to accommodate seasonal tests or to correct any performance deficiencies. Revise and resubmit the commissioning process report.
- Prepare the final commissioning process report.
- Assemble the final documentation, which includes the commissioning process report, the systems manuals, and all record documents. Submit this documentation to Facilities for review and acceptance.
- Recommend acceptance of the individual systems and assemblies to the Owner (per the defined project requirements).

9.3 Design Professional

- Participate and assist in the documentation of the initial Owner's project requirements.
- Document revisions to the Owner's project requirements and obtain approval from the Owner.
- Document the basis of design.
- Prepare contract documents, including the integration of the commissioning process requirements and activities provided by the commissioning authority.
- Prepare contract documents that coordinate required interfaces between systems and assemblies.
- Attend the pre-design and design phase coordination and review meetings.
- Attend the construction phase pre-bid and pre-construction meetings as scheduled by the commissioning authority.
- Specify and verify that the operation and maintenance of the systems and assemblies has been adequately detailed in the construction documents.
- Review and incorporate, as appropriate, the commissioning authority's comments from their submittal reviews.
- Participate in the initial operation and maintenance personnel and occupant training session by presenting the project basis of design.
- Participate in other training as detailed in the training program.
- Review test procedures submitted by the contractor and or CxA.
- Review and comment on the commissioning authority's periodic commissioning process progress reports and issues log reports.
- Review and accept record documents as required by contract documents.
- Review and comment on the final commissioning process report.
- Recommend final acceptance of the systems to Facilities.

9.6 General Contractor

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in all contractors' contracts.
- Provide adequate accessibility as required to properly operate and maintain the facility.
- Issue a statement that certifies all work has been completed and the facility is operational, in accordance with contract documents.
- Provide acceptable representation with the means and authority to prepare and

coordinate implementation of the commissioning process as detailed in the contract documents.

- Issue the appropriate final reports to the design professionals for review and acceptance.
- Remedy deficiencies identified by the commissioning authority during their verification of the installation or tests.
- Review and comment on the final commissioning process report.

9.7 Trade Contractor(s)

- Include costs for commissioning process activities in the contract price.
- Include commissioning process requirements and activities in each purchase order or subcontract written.
- Obtain cooperation and participation of all subcontractors and manufacturers.
- Attend the pre-construction and commissioning team meetings.
- Include commissioning process milestones in the project schedule.
- Implement the training program as detailed in the contract documents.
- Provide submittals to Facilities, design professionals, and the commissioning authority.
- Notify the commissioning authority when systems and assemblies are ready for testing.
- Demonstrate the performance of assemblies and/or operation of systems to the commissioning authority.
- Complete the construction checklists as the work is accomplished. Provide the completed construction checklists to the commissioning authority.
- Continuously maintain the record drawings and submit as detailed in the contract documents.

9.8 Manufacturers

- Provide all the information required for the operation and maintenance of the system or assembly as part of the initial submittal.
- Provide the requirements to maintain the warranty as part of the initial submittal.
- Coordinate and accomplish factory tests as detailed in the contract documents.
- Provide training as detailed in the training program contained in the contract documents.
- Demonstrate operation and performance of the system or assembly as detailed in the contract documents.

APPENDIX A – SCOPE OF WORK (SAMPLE DOCUMENT)

1.0 General

The **[Facilities Inc., *insert Project Name]*** is committed to commissioning this facility to ensure that all systems are complete and functioning properly prior to substantial completion and that facility staff have adequate system documentation and training.

The commissioning process shall oversee and coordinate the traditionally separate functions of equipment startup, system performance testing and balancing, control system calibration, construction and system documentation, and training.

Specific requirements of the commissioning process and responsibilities, duties, and obligations of the commissioning authority (CxA) team are described in Section 2, Commissioning Tasks. To accomplish these tasks, the CxA shall be required to coordinate his or her activities with other entities. The specific responsibilities of the mechanical contractor and his or her associated subcontractors are defined in Division 15, and those of the electrical contractor and his or her associated subcontractors in Division 16 of the contract documents. The commissioning process does not take away from or reduce the responsibility of the project designers or installing contractor to provide a finished and fully functioning product.

The primary role of the CxA shall be to develop and coordinate the execution of a commissioning plan; observe and document the installation, checkout, startup, and equipment and system testing to establish that equipment and systems are functioning in accordance with the requirements of the contract documents; and to assist Facilities in developing correct and complete documentation of the construction effort. The CxA will not be responsible for design concept, design criteria, compliance with codes, design, or general construction scheduling, cost estimating, construction management, or construction supervision. The CxA may assist the design team with design issues, problem solving, or the correction of construction non-conformance or deficiencies, but ultimate responsibility for meeting the project objectives and requirements resides with the A/E team and general contractor.

2.0 Commissioning Tasks

The following tasks will be accomplished by the CxA to provide commissioning during programming, design and construction, acceptance, and warranty phases of the project.

2.1 Systems to Commission

Specific systems that shall be commissioned include:

- Building automation systems, including linkages to remote monitoring and control sites.
- Chillers, pumps, piping, cooling towers, and associated equipment.
- Boilers, pumps, piping, and associated equipment.
- Air handling units.
- Exhaust fans.
- Terminal units.
- Unit heaters and unit ventilators.
- Heat exchangers.
- Computer room A/C units.
- HVAC and control systems.
- Plumbing systems.
- Fire protection systems.
- Service water heaters, pumps, and associated equipment.
- Compressed air and vacuum system equipment.
- Emergency power and uninterruptible power supply (UPS) system.
- Utility metering systems.
- Smoke control systems – interfaces, egress pressurization.
- Fire alarm systems.
- Security, access control, and CCTV systems.
- Lighting control systems.
- Voice/data communications systems.
- Public address systems.
- Power distribution system.
- Electrical system from the building entrance through the main switchboard, switchgear, and to the distribution panels.

2.2 Design Phase

The CxA shall complete the following tasks during the design phase:

- Coordinate and supervise the commissioning work during design.
- Prepare and distribute the design phase commissioning plan.

- Attend initial meetings with **[*insert date*]** and design team to discuss role of CxA, and coordination of design.
- Obtain the **[*insert Project Name*]** "Owner's Performance Requirements" information and the "Basis of Design" information from the Owner and design team.
- Provide design and constructor team members with commissioning items to be considered during design.
- Perform a focused design review at the end of design development, 50%,75% and 95% design stages, which shall include the following: a) input regarding making the building easier to commission; b) how building O&M can be made easier (accessibility and system control, etc.); and c) how utility usage and indoor environmental quality can be improved.
- Revise and prepare commissioning specifications for the construction bid documents for all systems and equipment that are to be commissioned.
- Have the commissioning specifications approved by the A/E team and included in the A/E construction specifications.
- Prepare draft functional tests for equipment and systems to include in specifications.
- Submit test procedures to design team for review and comments.
- Attend three-design team review meetings to discuss comments on plans and coordinate specifications.
- Review bids and contractor pricing regarding commissioning activities and submit evaluations to the **[*Project Name/PM*]**.

It is assumed that the A/E will provide adequate written design intent, basis of design, and full sequences of operations, complete with points lists and control schematics for all equipment and systems for inclusion in the O&M manuals and for the CxA to use in writing functional tests.

2.3 Construction Phase

The CxA shall complete the following tasks during the construction phase:

- Conduct a partnering meeting with the constructor team to discuss commissioning scope, plan, and schedule.
- Coordinate the commissioning work and, with the general constructor (GC) and Facilities project manager (PM), ensure that commissioning activities are being scheduled into the master schedule.
- Continue to update schedule and coordination throughout construction with GC and subcontractors.

- Submit final commissioning plan for construction with coordination and activities for **[*insert Project Name*]** and GC review.
- Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
- Ensure that O&M material is submitted to the CxA team as the contractor receives it. This material will be needed to assist in finalizing startup and testing procedures.
- Prepare final pre-functional and final functional test procedures for the equipment and systems.
- Submit test procedures to contractor for comments on appropriate startup, operations, and systems safety.
- Coordinate with the contractor to witness startup of major equipment.
- Review and approve TAB execution plan.
- Perform monthly site inspection during rough-in of systems and equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies.
- Attend up to **[*insert quantity*]** on-site meetings for review of progress, coordination, and issues resolution. More than **[*insert quantity*]** on-site meetings will be considered work outside the normal scope of work.
- Witness a sample of pipe test and flushing procedure, sufficient to be confident that proper procedures were followed.
- Witness a sample of any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed.
- Witness a sample of checkout, TAB, end-to-end testing, and calibration of controls.
- Observe first pre-functional test of each type of system, including mechanical, controls, electrical, and specialty systems.

2.4 Acceptance Phase

The CxA shall complete the following tasks during the acceptance phase:

- Continue to update schedule and coordination throughout construction with GC and subcontractors.
- Obtain pre-functional reports from constructor with sign-offs that the systems have been checked out.
- Oversee TAB, including 25% check of diffusers, grilles, hoods, terminal devices, and equipment testing, and document findings.

- Witness performance testing of smoke control systems.
- Witness functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the OPR and contract documents. Functional testing shall include operating the system and components through each of the written sequences of operation. Test on respective HVAC equipment shall be executed during both heating and cooling seasons.
- Provide troubleshooting to assist in resolving control problems, as they are uncovered. Functional testing shall be performed on all control points.
- Check system graphics to assure all graphics are developed and points are mapped to graphics.
- Keep a detailed log of testing of each piece of equipment.
- Maintain a deficiency log of any items found to be a problem, poorly installed, or discrepancies. Provide the log and test results to the Facilities PM, SDR, and GC with recommended actions.
- Coordinate retesting as necessary. One retest will be provided as part of normal checkout. More than one retest will be considered work outside the normal scope of work.
- Notify the Facilities PM and GC of the unacceptable findings if 10% of identical pieces of equipment fail to perform to the requirements of the contract documents due to manufacturing defects not allowing it to meet its submitted performance spec, and request explanation of problem and proposed solution from the GC; then review the proposed solutions.
- Attend weekly meetings while on-site for functional testing.
- Attend up to [***insert quantity***] additional on-site meetings for review of progress, coordination, and issues resolution. More than [***insert quantity***] on-site meetings will be considered work outside the normal scope of work.
- Review O&M documentation for completeness. This review shall be in parallel with the A/E team's review of the O&M documentation for conformance to the project specification.
- Provide the user staff with a one-day systems training on "how the building is supposed to operate."
- Review, pre-approve, and coordinating training of the [***insert project name***] operating personnel by the contractor.
- Perform seasonal testing checkout of equipment, September for cooling system and January for heating systems.
- Prepare three copies of the commissioning management report (commissioning final report). The report shall include an executive summary, list of participants and roles, brief building description, and the following sections:
    - OPR

- Basis of Design
- Pre-functional checklists complete
- Functional checklists complete
- TAB reports
- System schematics
- Control strategies and set points
- Deficiency Log
- Guidelines for energy accounting

2.5 Warranty Phase

The CxA shall complete the following tasks during the warranty phase:

- Return to the site quarterly and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning.
- Interview facility staff and identify problems or concerns they have with operating the building as originally intended.
- Identify deficiencies that may come under warranty or under the original construction contract.
- Provide one day of additional training for users and staff in building system operations.
- Prepare a detailed evaluation after ten months on the status of warranty issues for the **[*insert project name*]**.
- Attend up to four on-site meetings—in addition to the quarterly site reviews—to discuss warranty issues.

2.6 Systems and Equipment <u>Not Included</u> in Commissioning:

- **[*Insert systems*]**

3.0 Schedule

The project design and construction is scheduled as follows:

Schematic design	**[*insert date*]**
Design development documents	**[*insert date*]**
30% design	**[*insert date*]**
60% design	**[*insert date*]**
90% design	**[*insert date*]**
Construction documents	**[*insert date*]**
Bid date	**[*insert date*]**

Award date	**[*insert date*]**
Construction notice to proceed	**[*insert date*]**
Final commissioning & punch list	**[*insert date*]**
Beneficial occupancy	**[*insert date*]**

4.0 Test Equipment

The installing contractors shall provide all tools, or the use of tools required to start, checkout, and functionally test equipment and systems, except for specified testing with supplemental portable data loggers, which shall be supplied and installed by the CxA.

To expedite air-water balance testing, and to minimize additional cost to the contractor, the CxA will verify the TAB contractor's air-water balance values, using their own engineers, field technicians, and test equipment.

Data logging equipment, monitoring devices, specialized equipment, and software not required to be provided by the installing contractor in the contract documents, and provided by the CxA to monitor, confirm, or verify the contractor's testing procedures, shall remain the property of the CxA. Equipment provided shall meet the minimum accuracy, calibration, and performance standards required by the performance test.

APPENDIX B - WHAT IS AN OWNER'S PERFORMANCE REQUIREMENT (OPR)/DESIGN INTENT?

An OPR/Design Intent is a document that defines the building Owner's expectations and goals for a building. The OPR is the basis for evaluating whether or not the design and construction of the building will be satisfactory to the Owner. Proposed changes and deviations from the original design must be weighed against the OPR. The OPR is a "living" document in that it is updated and revised throughout the design and construction process based upon the decisions made along the way.

The purpose of the OPR is to provide clear documentation of the Owner's requirements for a successful project, for communication to all parties involved in the project. Therefore, it should be written in non-technical language, and avoid the use of terminology that may be specific to only one group of people. It should be understandable by everyone involved in the project, including the Owner, maintenance staff, constructor team, architect, engineers, and equipment manufacturers

The reason that an OPR document is required, regardless of the project stage when starting commissioning, is that the OPR sets forth the goals and criteria against which the success of the project is to be evaluated.

No single format is required for use to document an OPR because of the variation in different Owners' requirements for a successful building, the type of building being constructed, and the writing style of the person creating the OPR document.

However, the information in the OPR is usually presented from general to specific. Items such as background on the building, a description of commissioning, functional uses of the spaces in the building, and general goals for the building are presented first. Information that is more detailed, such as measurable values to test or obtain during design, (e.g., lighting levels, energy savings, and reduced occupant complaints), is then presented.

A possible OPR format list is shown below as an example.

- General project description
- Objectives
- Functional uses
- General quality of materials and construction
- Occupancy requirements
- Indoor environmental quality requirements
- Performance criteria
- Budget considerations and limitations

Appendix B – Owner's Performance Requirement

This list of one possible format for an OPR begins with a general project description to familiarize the reader with the size, features, and history of the building that is to be constructed. The objectives that are to be met during design and construction are listed second.

Next, the functional uses of the buildings are listed, which are the general types of usable spaces, that will be present in the building. Examples include cafeteria, closed office space, open office space (partitions), classrooms, and computer rooms. Each functional use area generally requires distinct building features, systems and equipment in order to be able to perform the intended tasks.

The general quality of materials and construction required for the project are then described. Typically, this description includes a specific quality requirement for a specific type for equipment, material, or construction. An example might be a requirement that all HVAC equipment shall have a lifespan not less than 20 years, or there shall be no constructor callbacks due to defective materials/construction for a period of five years.

Occupancy requirements are listed next, to include the intended number of people and the occupancy schedule for each functional use area. Indoor environmental quality requirements, such as lighting levels, noise levels, temperature and humidity requirements, and ventilation requirements for each functional use area, would be also included.

Performance criteria for the various building systems and equipment are included next. These criteria are used to select the types of equipment systems for the building during the design stage and are used in the turnover stage to develop the functional performance test procedures.

Finally, budget considerations and limitations are included. While building Owners would like to receive the best possible building they can get, they are nearly always bound by budget limitations.

The OPR should be as specific as possible to provide clear direction to designers and constructors in effort to eliminate the need on their part to guess or interpret an Owner's requirements. For example, instead of only stating that comfort in the space shall be maintained, the OPR should provide a definition of what the Owner considers comfort to be, such as specific temperature, humidity, and noise level. In addition, there must be some way to verify the content of the OPR. In order to do so, a specific value, or range of values, that is acceptable and testable, should be included. For example, an area specified to be "quiet" cannot be verified because of subjective interpretations of quiet. However, an area specified to be below 35NC when occupied can be tested and verified. Note the difference in the example below.

Typical Statement:

Appendix B – Owner's Performance Requirement

Comfort in space shall be maintained.

Contrast that with the OPR content, would / should read (with blanks filled):
Comfort in the space shall be maintained; Owner defines comfort as:

- Temperature of
- Humidity of
- Airflow of
- Noise
- No glare

This narrative is developed directly from the Owner's program information. This narrative is prepared almost entirely by the project architect and contains "performance" criteria as opposed to design solutions (although tentative design solutions may need to be identified in the course of verifying the budget).

- Function of structure
- Location
- Utilities
- Life expectancy
- Level of quality
- Size and/or population
- Functional floor plan
- Temperature
- Humidity
- Fume control
- Particulates
- Environmental system requirements by area:
- Illumination
- Noise
- Vibration
- Acoustics
- O&M access
- Energy efficiency
- Emergency systems
- Life safety criteria
- Special design concerns
- Special O&M concerns
- Budget
- Reliability of environmental systems-redundancy

APPENDIX C – FACILITIES COMMISSIONING PLAN

Facilities Building Commissioning Plan for *Facilities Project Name*

Appendix C – Commissioning Plan

Section 1 Overview

The Facilities Building Commissioning Plan is a source of information on the key steps that must be completed throughout the design, construction, acceptance, and operation of the new facility to assure the Owner's Performance Requirements are met. Commissioning has been adopted as the process for quality assurance in building design and construction. Commissioning is a systematic process for designing, constructing, and operating a building/system using lessons and tools from industrial quality programs. During the construction phase, commissioning focus is placed on key systems. This includes verification of the installation**,** training**,** and system documentation.

This Facilities Building Commissioning Plan has been specifically developed for this project to aid the building design, construction, and operation team in ensuring the quality of the project. It is important to understand that the Facilities Building Commissioning Plan provides a framework for the commissioning and quality assurance process. It may be modified and adapted to meet unforeseen quality control issues and opportunities throughout the project.

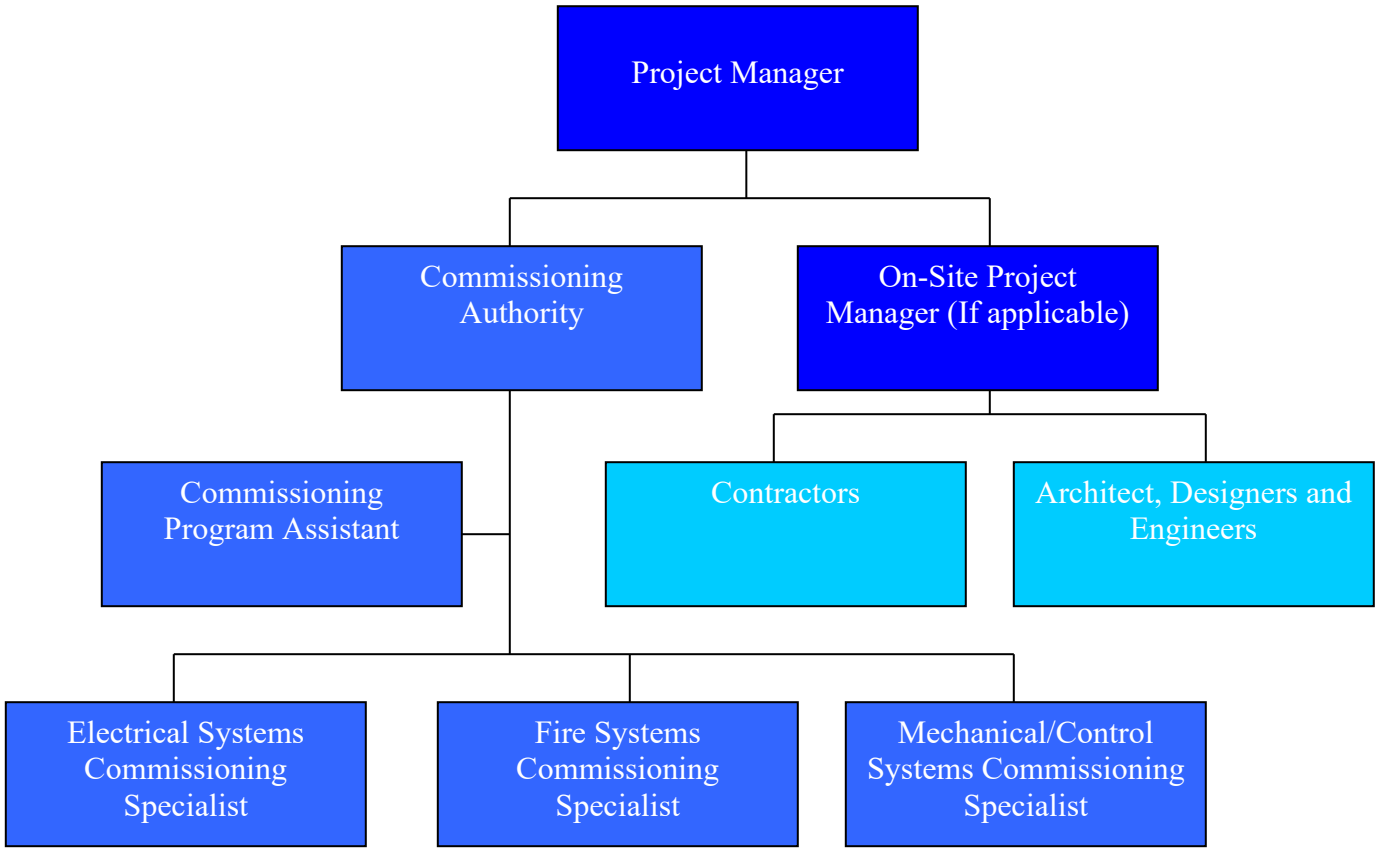
This quality assurance process is the quality program for achieving a collaborative and systematic process of review, testing and confirmation that all components, assemblies, and systems will perform as required.

The commissioning process has many benefits to the entire commissioning team. Construction commissioning benefits the Owners by providing a nonbiased, third-party system expert, who can help identify issues early and reduce first year operation costs. This is accomplished by verification and documentation that systems function as designed and meet the intent of the OPR. Construction commissioning benefits the contractors by providing coordination between trades and identifying potential rework issues, warranty calls, and service callbacks.

Section 2 Communication Protocol and Organization Chart

The key to an effective project is to ensure that there are well-defined lines of communication between all parties involved in the project. Communication is maintained throughout the project by a conscious effort of the various commissioning team members. The specific communication structures developed for this project ensure efficient identification and resolution to issues through the use of clear and concise procedures.

The commissioning team for this project is as follows: The reporting structure is as indicated.



Section 3 Cx Plan Overview

The high-level overview for this Cx project is as follows:

Pre-design Activities:
- Develop Owner's Performance Requirements (OPR)
- Train project team on use of Facilities Management database (TBD)

Design Phase Activities:
- Maintain master issue's log in Facilities Management database (TBD)
- Review Basis of Design (BoD) document for thoroughness
- Review engineer's drawing packages including schematic design, design development, and construction documents
- Development of commission specifications
- Development commissioning plan
- Development of pre-functional checklists for all commissioned equipment
- Development of functional performance tests for all commissioned equipment

Bid Stage Activities
- Provide responses to questions regarding commissioning requirements

Construction Phase Activities:
- Maintain master issues log in Facilities Management database (TBD)
- Develop commissioning activity schedule
- Perform submittal reviews of commissioned equipment/systems
- Perform site observation visits
- Witness start-up of critical systems
- Perform test and balance verification
- Review draft O&M manuals
- Review training program
- Collect and track completion of pre-functional checklists

Acceptance Phase Activities
- Initial functional performance testing
- Integrated functional performance testing
- Deficiency resolution tracking
- Review as-built documentation
- Review final O&M manuals (hard and soft copies)

Warranty Phase Activities
- Review status of outstanding issues
- Perform deferred functional testing
- Perform seasonal testing
- Review system performance and optimization needs
- Conduct lessons learned workshop

Section 4 Design Phase

Design Review

Design reviews will be performed in conjunction with the design document submittals. The design review consists of a review of the schematic design documents, the design development documents, and the construction documents. These reviews are to ensure proper coordination has occurred between the disciplines, the design is constructible, and the design meets the requirements of the owner.

Installation/Pre-startup Checklists

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor early on the construction phase. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 4-1 for an example checklist.

Figure 4-1 – Example Checklist

Section 5 Written Work Products

Table 5-1 lists the formal written work products related to commissioning that will be developed over the course of the project.

Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Cx Plan	CxA	Final Cx plan for construction phase	10/31/24	All Cx team
Cx Schedule	CxA	Initial summary schedule and detailed version	11/27/24	All Cx team/PM and Senior Staff.
Equipment Submittals	All Contractors	Detailed data on all commissioned equipment.	11/21/24 and 11/27/24 Request made to PM	Cx Team currently does not have this information.
Site Observation Reports	CxA	Report of observations made during site visit	12/12/24 through 12/18/24 and 1/13/25 through 1/18/07	PM Team
Issues Log	CxA	List of deficiencies and non-compliance with Contract Documents identified during Cx	1st published 01/02/25 Updated weekly after 1st publication.	PM Team and GC
Cx Progress Reports	CxA	Gives scheduling needs and update, deficiency report, Cx progress	01/15/25 to 01/19/25 and Cx Alloy Implemented	PM Team
Start-up Plan	All Contractors	Plan for the start-up of each commissioned piece of equipment or system.	Cx Team Created and delivered on 01/13/25 However -Equipment was already started. Cx Team Requested Start-up documents from PM and GC.	PM Team and GC
Blank Start-up Data Forms	All Contractors	Forms for recording start-up information.	01/13/25	CxA
Completed Start-up and Pre-functional Data Forms	All Contractors	Filled out verification checklists, tests, startup and initial checkout.	1 week after startup completion	
Pre-functional Checklists	CxA	Checklists to be used by the Contractors to formally communicate readiness for functional testing.	01/13/25	PM Team and GC
TAB Data Forms	TAB Contractor	Forms to be used to record TAB data.	6weeks before TAB	CxA
Final TAB report	TAB Contractor	Final TAB report with method and results.	Within 3 weeks after TAB completion	CxA
Functional Performance Test Procedures and Forms	CxA	Full description of test procedures in “form” format.	01/13/25	PM Team and GC
Functional Performance Test Deficiency Report Form	CxA	Documentation of deficiency discovered during testing.	3 days after test	Owner; A/E
Completed Functional Performance Test Forms	Contractors and CxA	Recorded documentation of the test on the form	1 week after test	Owner; A/E
O&M Manuals	All Contractors	Documentation of design, equipment, operations and maintenance, as-builts, etc.	90 days after approved submittals	CxA; Normal others
Training Plan	Contractors	Topics and methods	60 days before training	CxA; Normal others

Table 5-1: Formal Written Work Products

Product	Created By	Product Description and Form	Expected by Date	Received By
Training Completion Documentation	CxA	List of trainees, completed hrs and topics and approvals	Within 2 weeks after training completion	Owner
Final Cx Report	CxA	4-6 page summary report with important findings, etc.	Draft within 60 days of substantial completion	Owner
Deferred Testing Reports	CxA	Documentation of seasonal and deferred tests	Within 2 weeks of test	Owner
Recommissioning Manual	CxA			Owner

Section 6 Commissioned Systems and Equipment

The following systems, equipment, and their components are included in the scope of the commissioning activities and are considered to be commissioned systems and equipment.

Table 6-1: Commissioned Systems and Equipment

System and Equipment	Sampling Rate
Electrical	
Power Distribution System	
Switchboard	100%
Panelboards	100%
Dry-Type Transformers	100%
Disconnects/Starters	100%
Wiring Devices	100%
Lighting System	
Luminaires	100%
Occupancy Sensors	100%
Dimming System	100%
Emergency Power System	
Engine-Generator Set	100%
Automatic Transfer Switches	100%
Egress Lighting	100%
Exit Signage	100%
Grounding System	
Counterpoise	100%
Lightning Protection	100%
Data Center	
UPS and PDU	100%
CRAC Units	100%
Generator	100%
Mechanical	
HVAC	
Air Handling Unit Function & Building Pressurization	100%
Dampers	100%

Fans & Drive Motors	100%
Terminal Units	100%
Unit Heaters	100%
Variable Frequency Drives	100%
Valves	100%
Chilled Water System	
Chiller	100%
Pumps	100%
Control Valves	100%
Distributed Digital Control – Building Automation	
Alarms	100%
BACnet Compatibility	100%
Control Points	100%
Man Machine Interface	100%
Monitored Points (Digital And Analog)	100%
Offsite Monitoring	100%
Programming	100%
Sequences of Operation	100%
Set Points and Archives	100%
Exhaust System	
Dampers, Louvers	100%
Controls	100%
Fans & Drive Motors	100%
Plumbing Systems	
Domestic Potable Water System	
Backflow Preventers	100%
Controls	100%
Hot Water Recirculation Pumps	100%
Pressure Regulators	100%
Vacuum Breaks	100%
Valves	100%
Water Heaters and Pressure Relief Valves	100%
Sanitary Sewer Systems	
Cleanouts	100%
Piping and Supports	100%
Traps (Self Priming and Non Self-Priming)	100%
Vents	100%
Storm Sewer Systems	
Piping and Supports	100%
Roof Drains	100%
Fire Protection Systems	
Sprinkler Systems	
Panels	100%
Sprinkler Heads	100%

Standpipe	100%
Valves	100%
Fire Alarm	
Control Panel	100%
Addressable Devices	100%
Tamper & Flow Switches	100%

Section 7 Commissioning Meetings

The CxA shall conduct a commissioning kick-off meeting early in the construction phase to discuss specific roles and responsibilities of the contractors. During this meeting the CxA shall review the OPR, Basis of Design, and unique contract document requirements.

Throughout construction, most commissioning issues will be handled during regularly scheduled project meetings. If specific topics require additional discussion, the commissioning team shall meet immediately after the project meeting.

Other commissioning meetings may occur at other times mutually agreed to by the commissioning team.

Section 8 Site Visits

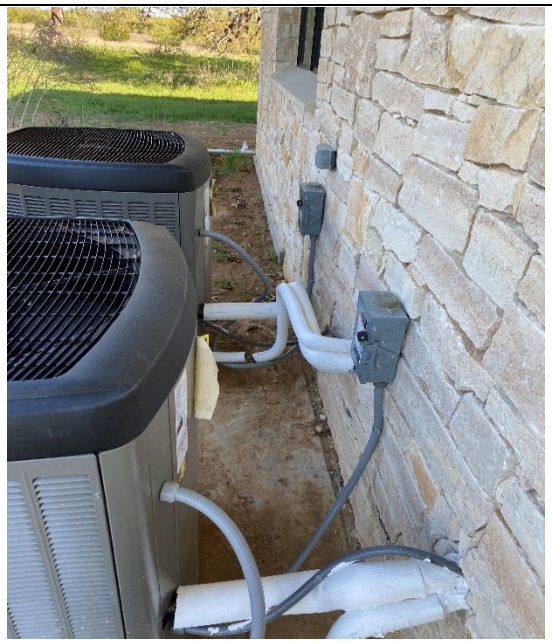
Site visits are the primary method used during the Construction Phase to verify that installed systems and equipment comply with the OPR. The site visit procedures use a statistical approach to verify compliance. This includes performing general inspections, verifying installed equipment complies with the contract documents, and verifying pre-functional checklists have been accurately completed.

The CxA team will perform site visits, with increasing frequency. As construction progresses and systems and equipment installations are completed.

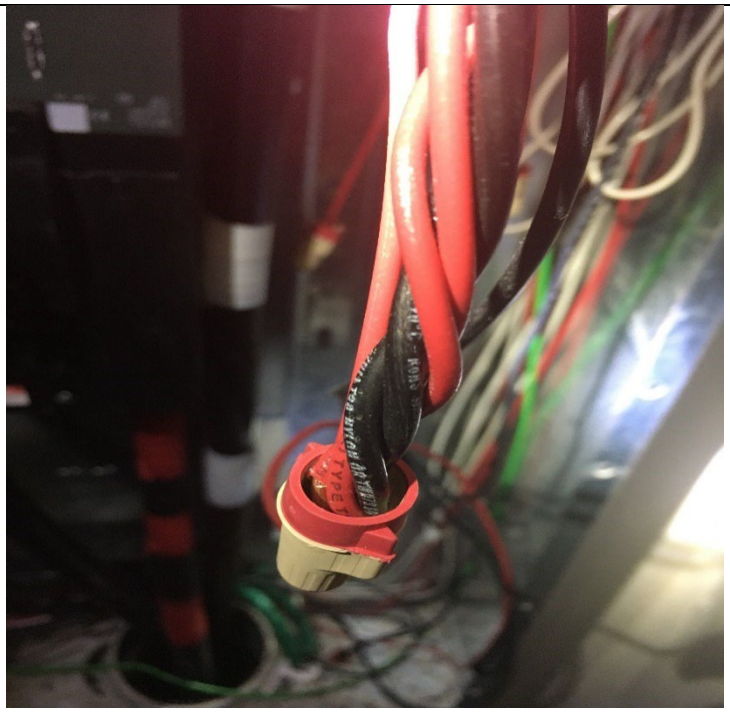
Upon arrival, the CxA team shall notify the PM before entering the jobsite. The CxA's shall follow all safety policies and regulations implemented by the General Contractor. After completing the site visit, the CxA shall meet with the PM to discuss any potential issues observed or to note any safety concerns. A Site Observation Report shall be published on the Facilities Management database (TBD) website. This report will outline any observed issues and provide recommendations for resolution. The SOR may include construction issues, access and maintenance issues, safety issues, or other issues. The General Contractor shall respond to the issues within the contractual response time. See Figure 8-1 for an example Site Observation Report.

Figure 8-1 – Example Site Observation Report

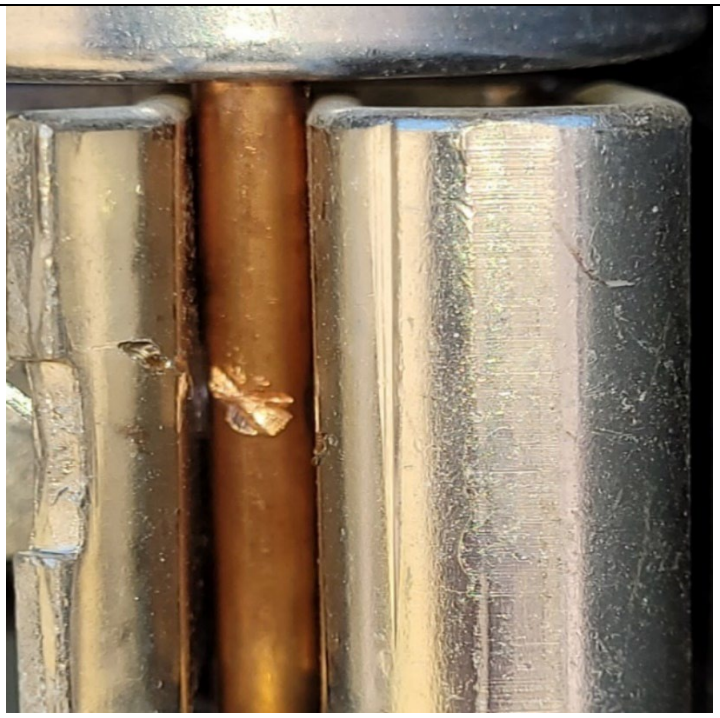
1. **Photo Description – Building Main - PVC male adapters and bushings are damaged and broken.**



2. **Photo Description – Condenser disconnects are located behind the units not allowing adequate working space for the disconnect.**



3. **Photo Description – Panel LE - Wire joints in the panel have exposed copper past the covering of the connector.**



4. **Photo Description – Main Service – fuse installation method caused damage to the fuse and fuse clips.**

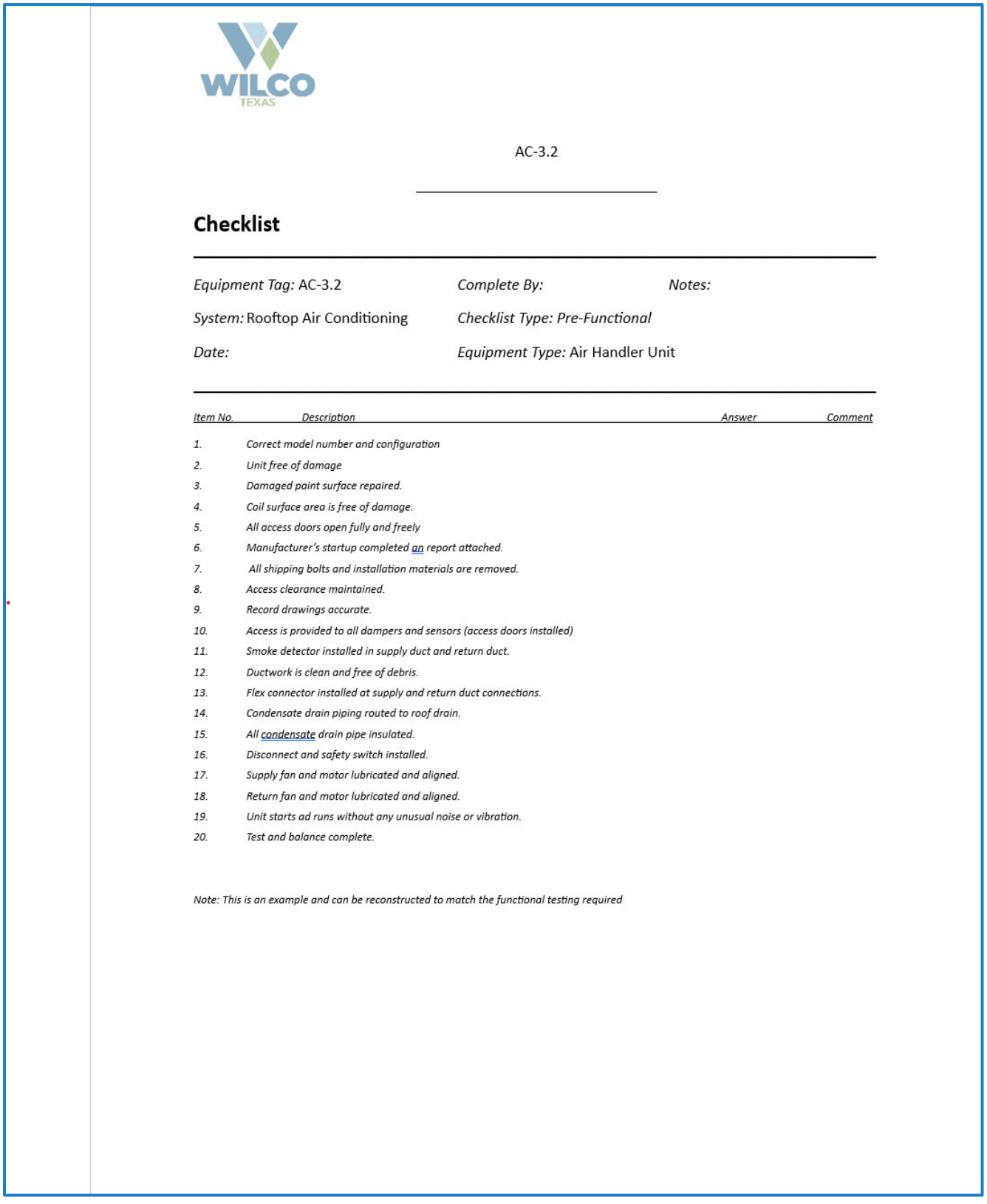
Section 9 Installation/Pre-startup Checklists.

The Installation/Pre-startup Checklist is a document that provides key information and allows tracking of the construction activities and progress. It documents that the equipment is installed properly, adequately accessible, in good condition, and ready for startup and functional performance testing.

- A checklist will be issued for each major piece of equipment or for components in a system. CxA will determine what will be included in each checklist.
- The CxA will provide the checklists to the contractor. If the contractor has his own checklists, he may use them upon agreement from the CxA.
- The contractor will complete the checklists and return them to the CxA.
- The contractor should return the checklists to the CxA as he completes them.
- Equipment checklists must be returned to the CxA before commencement of functional performance testing of that equipment or system.

See Figure 9-1 for an example checklist.

Figure 9-1 Example Checklist



AC-3.2

Checklist

Equipment Tag: AC-3.2 | *Complete By:* | *Notes:*

System: Rooftop Air Conditioning | *Checklist Type: Pre-Functional*

Date: | *Equipment Type:* Air Handler Unit

Item No.	Description	Answer	Comment
1.	Correct model number and configuration		
2.	Unit free of damage		
3.	Damaged paint surface repaired.		
4.	Coil surface area is free of damage.		
5.	All access doors open fully and freely		
6.	Manufacturer's startup completed an report attached.		
7.	All shipping bolts and installation materials are removed.		
8.	Access clearance maintained.		
9.	Record drawings accurate.		
10.	Access is provided to all dampers and sensors (access doors installed)		
11.	Smoke detector installed in supply duct and return duct.		
12.	Ductwork is clean and free of debris.		
13.	Flex connector installed at supply and return duct connections.		
14.	Condensate drain piping routed to roof drain.		
15.	All condensate drain pipe insulated.		
16.	Disconnect and safety switch installed.		
17.	Supply fan and motor lubricated and aligned.		
18.	Return fan and motor lubricated and aligned.		
19.	Unit starts ad runs without any unusual noise or vibration.		
20.	Test and balance complete.		

Note: This is an example and can be reconstructed to match the functional testing required

Section 10 O&M Manual Reviews

The Contractor will forward a copy of each related O&M manual submittal to the CxA for review. The draft of the O&M manual should be completed and submitted for review 90 days after approved equipment submittals are returned to the contractor. Since each specification section is a different O&M manual section, the O&M manual can be completed and submitted one section at a time.

See Figure 10-1 for an example Submittal Review report.

Figure 10-1 – Example Submittal Review

TBD

Section 11 Issue Log Description

All issues identified during the course of the project shall be tracked using the Facilities Management database Issues Log (TBD). The purpose of the Issues Log is to communicate issues identified during the course of the project to the commissioning team and track those issues to resolution. All issues shall have responses within two weeks from identification.

The Issues Log shall contain detailed descriptions of problems identified during the construction phase, along with recommended corrective actions. Each issue is tracked in a database with the following information:

- Unique identifier
- Date of issue identification
- Applicable test number
- Applicable system or equipment number
- Location of issue
- Description of issue
- Recommended corrective action
- Responsible party
- Expected date of response

Issues can be sorted by any of the above information and provided to the commissioning team in customized reports. See Figure 11-1 for an example Issues Log report.

TBD

Figure 11-1 Example Issues Log Report

TBD

Figure 10-1 – Example Submittal Review

Section 12 Functional Performance Tests

The CxA shall develop Functional Performance Tests to demonstrate that the commissioned systems and equipment operate properly in all modes of operation. Testing shall begin at the component level and progress upwards in complexity to the equipment and system level. When all systems have passed their functional performance tests, the systems shall be tested together to verify operation as a whole in a building wide System Integration Test.

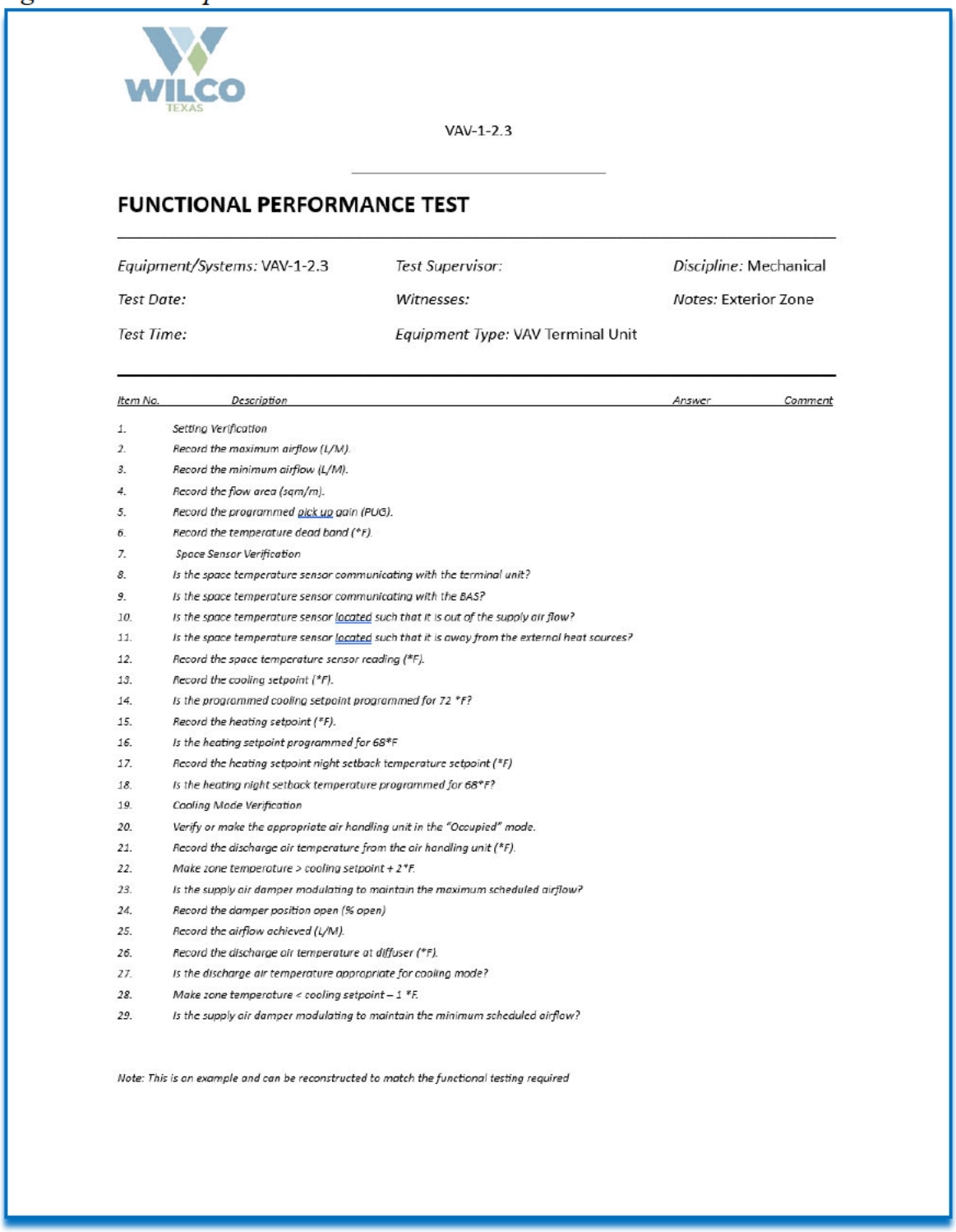
Each FPT is written in a pass/fail format, with yes being the correct response and no being a failed response. Prior to testing the CxA will provide the FPT procedures to the Contractor and all applicable subcontractors for review.

The Contractor shall complete and submit all applicable equipment pre-functional checklists prior to scheduling of testing. When the equipment and systems are ready to test, the FPT will be scheduled for a time mutually convenient to the Contractors and the CxA. The CxA will orchestrate the Functional Performance Test and provide attendee sign-in sheets shall be used to verify the attendance of all witnesses. The Contractor shall be responsible to provide personnel and equipment to perform the testing and to correct problems found during the testing.

If the total time required to correct minor problems during testing is greater that fifteen (15) minutes, the test shall be considered failed and must be repeated in its entirety. If a major problem is discovered during the test, the Contractor shall correct the problem. Prior to retesting, the Contractor shall submit to the CxA the required data indicating that the deficient items have been corrected. After review of this information by the CxA, a retest will be scheduled. During the course of the retest, if at any point a major deficiency is discovered, the test will be stopped.

See Figure 12-1 for an example FPT.

Figure 12-1 Example FPT



VAV-1-2.3

FUNCTIONAL PERFORMANCE TEST

Equipment/Systems: VAV-1-2.3	*Test Supervisor:*	*Discipline:* Mechanical
Test Date:	*Witnesses:*	*Notes:* Exterior Zone
Test Time:	*Equipment Type:* VAV Terminal Unit	

Item No.	Description	Answer	Comment
1.	Setting Verification		
2.	Record the maximum airflow (L/M).		
3.	Record the minimum airflow (L/M).		
4.	Record the flow area (sqm/m).		
5.	Record the programmed pick up gain (PUG).		
6.	Record the temperature dead band (°F).		
7.	Space Sensor Verification		
8.	Is the space temperature sensor communicating with the terminal unit?		
9.	Is the space temperature sensor communicating with the BAS?		
10.	Is the space temperature sensor located such that it is out of the supply air flow?		
11.	Is the space temperature sensor located such that it is away from the external heat sources?		
12.	Record the space temperature sensor reading (°F).		
13.	Record the cooling setpoint (°F).		
14.	Is the programmed cooling setpoint programmed for 72 °F?		
15.	Record the heating setpoint (°F).		
16.	Is the heating setpoint programmed for 68°F		
17.	Record the heating setpoint night setback temperature setpoint (°F)		
18.	Is the heating night setback temperature programmed for 68°F?		
19.	Cooling Mode Verification		
20.	Verify or make the appropriate air handling unit in the "Occupied" mode.		
21.	Record the discharge air temperature from the air handling unit (°F).		
22.	Make zone temperature > cooling setpoint + 2 °F.		
23.	Is the supply air damper modulating to maintain the maximum scheduled airflow?		
24.	Record the damper position open (% open)		
25.	Record the airflow achieved (L/M).		
26.	Record the discharge air temperature at diffuser (°F).		
27.	Is the discharge air temperature appropriate for cooling mode?		
28.	Make zone temperature < cooling setpoint – 1 °F.		
29.	Is the supply air damper modulating to maintain the minimum scheduled airflow?		

Note: This is an example and can be reconstructed to match the functional testing required

Section 13 Training

The CxA will review training materials prior to scheduled training sessions. These reviews are to verify that that the trainees receive pertinent information to operate and maintain the facility according to the manufacturer's instructions and the OPR. The contractors will submit proposed training agendas and materials to the CxA for review and comment at least sixty (60) days before the anticipated training date. The contractor will incorporate and modify the proposed material based on these comments and other comments submitted by the Owner or the Architect. The contractor will coordinate with the Owner's O&M personnel for a mutually convenient time to conduct the training sessions.

Section 14 Lessons Learned Workshop

After final completion, a lessons-learned workshop will be held to determine what went well during the project and what could be improved in the next project. This workshop will focus on the identification and documentation of clear and unbiased views of all team members. The information gained during this workshop may then be integrated into the next construction project in order to improve the process.

The lessons learned workshop will use a nominal group process to facilitate discussion. The workshop will be facilitated by the CxA to elicit the key concerns of the project team. The workshop will be organized to encourage the identification of all relevant issues and to encourage the interaction and discussion among all team members.

WILLIAMSON COUNTY
1848
FACILITIES MANAGEMENT

CONFIDENTIAL PROJECT PROCEDURES

Due to the sensitive communication and document production required for critical infrastructure facility planning and design, the Williamson County Facilities Department has adopted the following procedures for Consultant/ Vendors and Wilco user-groups to comply with the Williamson County Information Technology IT Data Management Policy draft document dated 1/21/2022, or as amended thereafter.

Consultant/ Vendors and Wilco user-groups shall utilize an equal or greater standard of care within their own organizations as the Facilities Department procedures, outlined herein, for the protection of CONFIDENTIAL project information. The intent of these procedures is to identify, maintain, and control the release of any sensitive documents, knowledge, procedures, or vulnerabilities, including but not limited to information:

1. Consisting of documents or portions of documents in the possession of a governmental entity if they identify the technical details of particular vulnerabilities of critical infrastructure to an act of terrorism (exempted under Tex. Gov. Code § 418.181);
2. "[C]ould reasonably be expected to endanger the life or physical safety of any individual" by criminal or terrorist act against a public facility (exempted under 22 CFR § 1102.8(a)(7)(vi));
3. Pertaining to the security of critical infrastructure and protected systems, analysis, warning, interdependency study, recovery, reconstitution, or other informational purpose (exempted under 6 U.S.C. § 673(a)(1)): and
4. Deemed to be confidential under other law, either constitutional, statutory, or by judicial decision (exempted under Tex. Gov. Code §552.101).

IDENTIFICATION & NOTIFICATION:

1. At the inception of a sensitive project, the Facilities Director shall confer with the Sheriff's Office and legal counsel to review applicable laws, including but not limited to: 1) Ch. 418 of the Tex. Gov't Code § 418.181 (Confidentiality of Certain Information Relating to Critical Infrastructure); 2) Ch. 552 of the Tex. Gov't Code (Texas Public Information Act) and any applicable exceptions to public disclosure; 3) Exception 7F of the **Freedom of Information Act (FOIA)** pertaining to relevant information voluntarily submitted to the Federal Government and determine if the sensitive project should be recommended for a CONFIDENTIAL classification.

2. If applicable, the Facilities Senior Director shall recommend to the Commissioners Court that a particular project or portions thereof warrant(s) a CONFIDENTIAL classification for planning, design and construction communications and document security.

3. If approved by the Commissioners Court, the County Architect or Project Manager will notify relevant Consultant/ Vendors and user-groups of the CONFIDENTIAL classification and distribute this project procedures document with attached non-disclosure agreements (NDAs). The Consultant/ Vendors shall have each staff member assigned to the CONFIDENTIAL project sign and return the NDA to the Wilco Facilities Department.

COMMUNICATIONS:

1. CONFIDENTIAL email communications shall include the word "CONFIDENTIAL" in the subject line to automatically apply encryption within the MS Outlook platform. Do not forward to, or courtesy copy (CC), any parties who do not have individual, project-specific, NDAs on file with the Wilco Facilities Department.

2. CONFIDENTIAL phone, video conference and in-person communications shall be conducted within enclosed rooms with only parties who have individual, project-specific, NDAs on-file with the Wilco Facilities Department. If documents are to be reviewed or displayed in hard-copy or digital formats, ensure direct views into the meeting rooms are obscured to prevent disclosure of sensitive information.

3. All correspondence shall contain the required statement of "This information is voluntarily submitted to the Federal Government in expectation of protection from disclosure as provided by the provisions of the **Critical Infrastructure Information Act** of 2002."

4. CONFIDENTIAL project communications shall be limited to designated individuals and as few people as possible to assist in safeguarding the information.

5. For any other Wilco Facilities Departmental communications procedures, contact the County Architect for clarification.

DIGITAL DOCUMENTS:

1. When producing or editing CONFIDENTIAL digital documents, ensure only parties who are signatories to the project-specific NDA on-file with the Wilco Facilities Department are in proximity, have access to, or can see the information being produced or edited.

2. Store all CONFIDENTIAL digital documents in an encrypted project folder. Limit access to only parties who are signatories to the project-specific NDA on-file with the Wilco Facilities Department.

3. When distributing CONFIDENTIAL digital documents via e-mail, follow the procedures for email communications described above. When distributing CONFIDENTIAL digital documents via external hard drive or other physical transfer device, verify recipient of transfer device is a signatory to the project-specific NDA on-file with the Wilco Facilities Department. After CONFIDENTIAL digital documents are transferred into an encrypted project folder, recipient shall zeroize the transfer device before return or disposal.

4. When deleting superseded CONFIDENTIAL digital documents from the encrypted project folder, empty any digital waste baskets after deletion.

PHYSICAL DOCUMENTS:

1. When producing or editing CONFIDENTIAL physical documents, ensure only parties who are signatories to the project-specific NDA on-file with the Wilco Facilities Department are in proximity, have access to, or can see the information being produced or edited.

2. Store all CONFIDENTIAL physical documents in a roll or project file folder with a cover labeled "CONFIDENTIAL." Limit access to only parties who are signatories to the project-specific NDA on-file with the Wilco Facilities Department.

3. When distributing CONFIDENTIAL physical documents via delivery service or in-person, verify addressee has an individual, project-specific, NDA on file with the Wilco Facilities Department. Ensure CONFIDENTIAL physical documents are rolled or packaged with a cover sheet stating that "*Enclosed document(s) are CONFIDENTIAL"* to prevent inadvertent disclosure if package is opened by a third party.

4. When disposing of superseded CONFIDENTIAL physical documents, shred or quarter before recycling.

TERMINATION & CLOSE-OUT:

All physical and digital CONFIDENTIAL project information must be securely disposed of at the end of the Consultant/ Vendor's participation in the Project or at the end of the useful life of the information for the County's purposes.

These procedures may be amended, without notice, by the Wilco Facilities Department as required to meet security, legal, and other County directives.

by: Trenton Jacobs, County Architect, Facilities Department
cc: Dale Butler, Executive Director, Facilities Department
Richard Semple, Chief Information Officer

Trenton Jacobs

From: Trenton Jacobs
Sent: Monday, February 28, 2022 4:00 PM
To: Chris Ball; Jeffrey Hancock; Christi Stromberg; Rory M. Tierney; Nathan Pearl; Daniel Shea; Thomas Solis
Cc: Dale Butler
Subject: RE: WilCo CAT5-6 cable colors

Updates to Cable colors for POTS lines…

Badge Readers = RAINBOW
Public Safety = RED
POTS Lines = GRAY
Security (cameras and connect to Lenel Panel) = YELLOW
IT Data Drops, Light Controls, A/C = BLUE
IT Wireless AP = WHITE

Trenton H. Jacobs, AIA
County Architect

WILLIAMSON COUNTY 1848 FACILITIES

3101 SE Inner Loop
Georgetown, TX 78626

512-943-1193 Office
512-966-9472 Mobile

Surveys can be completed at: Customer Feedback
Should you need Facility Maintenance Services please submit a work order at: Service Request

NOTICE OF CONFIDENTIALITY:
The information in this communication is confidential and intended only for the exclusive use of the addressee.
The copying, distribution, or other use of this communication by the addressee or any other person or entity is proh bited.
If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

From: Trenton Jacobs
Sent: Friday, November 12, 2021 12:19 PM
To: Chris Ball <cball@wilco.org>; Jeffrey Hancock <jeff.hancock@wilco.org>; Christi Stromberg <CStromberg@wilco.org>; Rory M. Tierney <rory.tierney@wilco.org>; Nathan Pearl <npearl@wilco.org>; Daniel Shea <dshea@wilco.org>; Thomas Solis <tsolis@wilco.org>
Cc: Dale Butler <dbutler@wilco.org>
Subject: RE: WilCo CAT5-6 cable colors

Based in Chris's feedback current standard colors for cabling…

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL		
	ADA	Meets all current ADA Standards.
	AHJ CODES	Meets all current AHJ standards and codes.
STRUCTURAL		
	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
	FIXTURES	Energy efficient technology. LED fixtures or equivalent energy use.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
PLUMBING		
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	FIXTURES	Automatic (touch less): toilets, lavatory fixtures.
HVAC		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
HARDWARE		
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
	RESTROOM HARDWARE	Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers
		Key boxes & specefic key box for elevator(s)
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
INSULATION		
	SOUND BATTS	Sound batting should be installed at all office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

CEILING TILE		
	ACOUSTICAL TILE	Sound deadening type, not light weight foam type.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
MISCELLANEOUS		
	COMMISSIONING	No commissioning of buildings required. A fully functional and maintainable building is expected as part of the construction contracting and professional services
		contracting process.
	TRAINING	Provide training for specialty systems/items
	LABELS	Labels on ceiling grid for above ceiling equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	HAND DRYERS	Automatic hand dryers at restrooms.

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT

EXECUTIVE SUMMARY

County Standard General Notes

PURPOSE:

Large public buildings with multiple user groups, having been occupied for many years, often present unforeseen complexities for parties seeking to make improvements. Often times, a current construction project or installation reveals layers of work over time that may now be outdated or no longer compliant with modern standards.

In an effort to keep various County agencies informed of building improvement and safety needs, Facilities will require the following General Notes to be included in all Contract documents and Scope of Work:

GENERAL NOTES:

1. *Contractor/ Installer shall notify County of any existing non-conforming/ non-code compliant installations or life-safety conditions uncovered or observed in the process of the Work. Conditions shall be reported whether or not they are within or outside the contractual scope of work.*

2. *Contractor shall maintain the Fire Protection system of the entire building in working order for the duration of the project. Notify County of any conditions related to the Fire Protection system uncovered or observed outside the contractual scope of work.*

by: Trenton H. Jacobs, County Architect Facilities Dept.

cc: Facilities Dept./ I.T Dept.

SECTION C405
ELECTRICAL POWER AND LIGHTING SYSTEMS

C405.1 General (Mandatory).

This section covers lighting system controls, the maximum lighting power for interior and exterior applications and electrical energy consumption.

Exception: Dwelling units within commercial buildings shall not be required to comply with Sections C405.2 through C405.5, provided that they comply with Section R404.1.

Walk-in coolers, walk-in freezers, refrigerated warehouse coolers and refrigerated warehouse freezers shall comply with Section C403.2.15 or C403.2.16.

C405.2 Lighting controls (Mandatory).

Lighting systems shall be provided with controls as specified in Sections C405.2.1, C405.2.2, C405.2.3, C405.2.4 and C405.2.5.

Exceptions: Lighting controls are not required for the following:

1. Areas designated as security or emergency areas that are required to be continuously lighted.
2. Interior exit stairways, interior exit ramps and exit passageways.
3. Emergency egress lighting that is normally off.

C405.2.1 Occupant sensor controls.

Occupant *sensor controls* shall be installed to control lights in the following space types:

1. Classrooms/lecture/training rooms.
2. Conference/meeting/multipurpose rooms.
3. Copy/print rooms.
4. Lounges.
5. Employee lunch and break rooms.
6. Private offices.
7. Restrooms.
8. Storage rooms.
9. Janitorial closets.
10. Locker rooms.
11. Other spaces 300 square feet (28 m^2) or less that are enclosed by floor-to-ceiling height partitions.
12. Warehouses.

C405.2.1.1 Occupant sensor control function.

Occupant sensor controls in spaces other than warehouses specified in Section C405.2.1 shall comply with the following:

1. Automatically turn off lights within 30 minutes of all occupants leaving the space.
2. Be manual on or controlled to automatically turn the lighting on to not more than 50 percent power.

   Exception: Full automatic-on controls shall be permitted to control lighting in public corridors, stairways, restrooms, primary building entrance areas and lobbies, and areas where manual-c operation would endanger the safety or security of the room or building occupants.
3. Shall incorporate a *manual control* to allow occupants to turn lights off.

C405.2.1.2 Occupant sensor control function in warehouses.

In warehouses, the lighting in aisleways and open areas shall be controlled with occupant sensors that automatically reduce lighting power by not less than 50 percent when the areas are unoccupie The occupant sensors shall control lighting in each aisleway independently and shall not control lighting beyond the aisleway being controlled by the sensor.

C405.2.2 Time-switch controls.

Each area of the building that is not provided with *occupant sensor controls* complying with Section C405.2.1.1 shall be provided with *time switch controls* complying with Section C405.2.2.1.

Exception: Where a *manual control* provides light reduction in accordance with Section C405.2.2.2, automatic controls shall not be required for the following:

1. *Sleeping units*.
2. Spaces where patient care is directly provided.
3. Spaces where an automatic shutoff would endanger occupant safety or security.
4. Lighting intended for continuous operation.
5. Shop and laboratory classrooms.

C405.2.2.1 Time-switch control function.

Each space provided with *time-switch controls* shall also be provided with a *manual control* for light reduction in accordance with Section C405.2.2.2. Time-switch *controls* shall include an overric switching device that complies with the following:

1. Have a minimum 7-day clock.
2. Be capable of being set for seven different day types per week.
3. Incorporate an automatic holiday "shutoff" feature, which turns off all controlled lighting loads for at least 24 hours and then resumes normally scheduled operations.
4. Have program backup capabilities, which prevent the loss of program and time settings for at least 10 hours, if power is interrupted.
5. Include an override switch that complies with the following:
   5.1. The override switch shall be a manual control.
   5.2. The override switch, when initiated, shall permit the controlled lighting to remain on for not more than 2 hours.
   5.3. Any individual override switch shall control the lighting for an area not larger than 5,000 square feet (465 m^2).

Exceptions:

1. Within malls, arcades, auditoriums, single-tenant retail spaces, industrial facilities and arenas:
   1.1. The time limit shall be permitted to be greater than 2 hours, provided that the override switch is a captive key device.
   1.2. The area controlled by the override switch is permitted to be greater than 5,000 square feet (465 m^2), but shall not be greater than 20,000 square feet (1860 m^2).
2. Where provided with *manual control*, the following areas are not required to have light reduction control:
   2.1. Spaces that have only one luminaire with a rated power of less than 100 watts.
   2.2. Spaces that use less than 0.6 watts per square foot (6.5 W/m^2).
   2.3. Corridors, equipment rooms, public lobbies, electrical or mechanical rooms.

C405.2.2.2 Light-reduction controls.

Spaces required to have light-reduction controls shall have a *manual control* that allows the occupant to reduce the connected lighting load in a reasonably uniform illumination pattern by at least 5 percent. Lighting reduction shall be achieved by one of the following or another *approved* method:

1. Controlling all lamps or luminaires.
2. Dual switching of alternate rows of luminaires, alternate luminaires or alternate lamps.
3. Switching the middle lamp luminaires independently of the outer lamps.
4. Switching each luminaire or each lamp.

Exception: Light reduction controls are not required in *daylight zones* with *daylight responsive controls* complying with Section C405.2.3.

C405.2.2.3 Manual controls.

Manual controls for lights shall comply with the following:

1. Shall be readily accessible to occupants.
2. Shall be located where the controlled lights are visible, or shall identify the area served by the lights and indicate their status.

6/21/2021

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT

Trenton Jacobs
County Architect

MEMO

To: Project Managers and Consultant Design Teams
From: Trenton Jacobs, County Architect
Re: WILCO Standard Paint Color Selections

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list (last updated on 2/25/21):

SW 7019	Gauntlet Gray
SW 7067	Cityscape
SW 7074	Software
SW 7018	Dovetail
SW 6234	Uncertain Gray
SW 7017	Dorian Gray
SW 7016	Mindful Gray
SW 6218	Tradewind
SW 6254	Lazy Gray
SW 7064	Passive
SW 7667	Zircon
SW 6078	Realist Beige
SW 7527	Nantucket Dune
SW 6107	Nomadic Desert
SW 7038	Tony Taupe
SW 9117	Urban Jungle
SW 6081	Down Home

Deviations from this list (for unique facility needs) may be requested in writing by the consultant design team.

WILLIAMSON COUNTY
(512) 943-1193 Cell (512) 966-9472
Trenton.Jacobs@wilco.org www.wilco.org
3101 SE Inner Loop
Georgetown, TX 78626

Emergency
Room Number Guidelines

WILLIAMSON COUNTY
1848

These guidelines are intended to standardize wayfinding for emergency response personnel within large multi-wing/ multi-story/ multi-tenant County facilities which undergo routine tenant modifications.

Room Numbering Overview

Emergency room numbers for each enclosed space within a building should be labeled at the head and foot of doorways. These designations will be independent of user-group room names and corresponding placards.

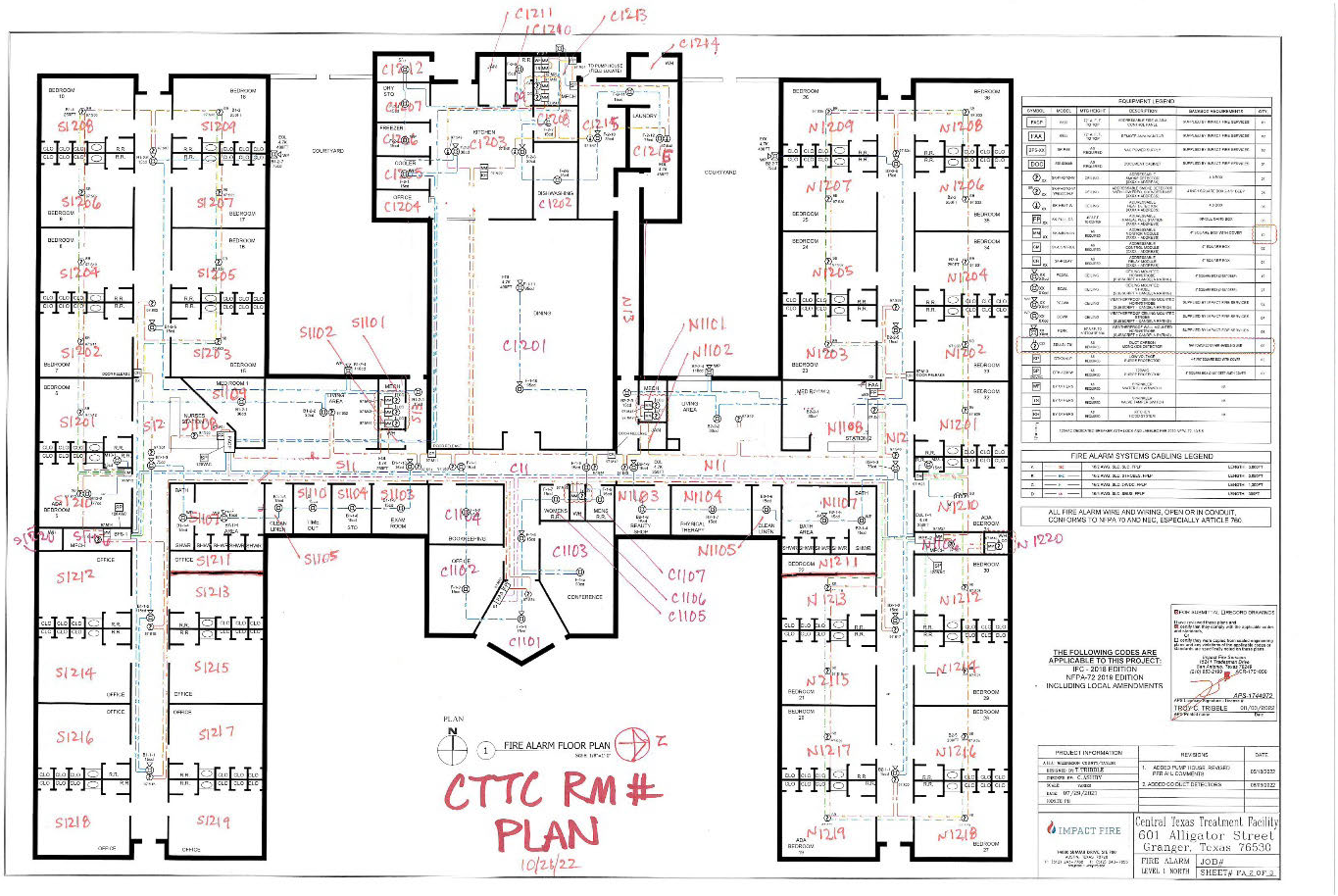
The emergency room number posted at the door frame **header** designates the **room being entered**. The emergency room number posted at the **baseboard** level on the door-handle side of the door designates the **room being occupied**.

Building Organization

To optimize room numbering for emergency wayfinding, assess each facility for:

1. cardinal orientation on a map
2. physical organization of adjacent buildings/ additions/ wings/ floors
3. internal organization of departments or fire partitions/ ratings

The example facility below demonstrates a room numbering system that is based on the cardinal orientation of the facility with north and south wings and different use zones within the central portion of the building.



Room Numbering System

Each room number is composed (5) digits, subdividable into (4) parts:

Digit 1 = Building adjacency/ wing/ addition
(**C**= central, **N**= north, **E**= east, **W**= west, **S**= south)

Digit 2 = Floor number
(**0**= basement, **1**= 1st floor, **2**= 2nd floor, etc.)

Digit 3 = Zone or Department

Digits 4-5 = Sequential Number

W2459

West Wing 2nd Floor Zone 4 Room 59

Circulation Features Numbering

Each corridor/ hallway should be labeled with digits 1, 2 and 3 of the numbering system described above.

Each vertical circulation feature should be labeled with a type followed by digits 1 and 3 separated by a hyphen since vertical circulation can connect a single zone on multiple floors.

STAIR W-4

Circulation Type West Wing Zone 4

Character and Print Specifications

- Characters = Uppercase
- Font = Arial
- Height = 1-inch
- Spacing = 1/8-inch (min. within a word)
- Print Media = 1-1/4-inch clear adhesive tape
- Ink Color = black or white (select for high contrast from doorframe/ baseboard color)

Black

White

Special Circumstances

For rooms with no baseboard, the room number should be affixed at the base of the door frame on the door-handle side with the text readable in a vertical orientation.

Within a detention facility, room numbers should be stenciled in a permanent high-contrast paint rather than the standard print media described above.

WILCO STANDARD PLACARD SIZES

7”

9”

6”

6”

☐ APPROVED AS DRAWN ☐ APPROVED AS NOTED ☐ REJECTED

SIGNATURE: _____ DATE: 11/29/2017

PLEASE VERIFY:

1. PLEASE SELECT ALUMINUM COLOR:

☑ CLEAR ☐ DARK BRONZE

2. PLEASE SELECT ACRYLIC LEVEL:

☐ LEVEL I ☐ LEVEL II ☑ LEVEL III

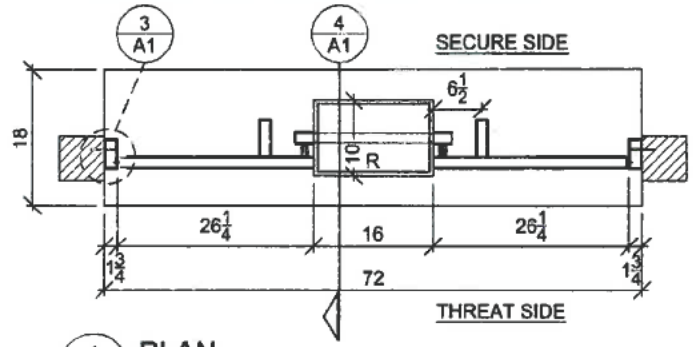
3. PLEASE SELECT COUNTER MATERIAL:

☐ BLACK PLASTIC LAMINATE ☑ STAINLESS STEEL

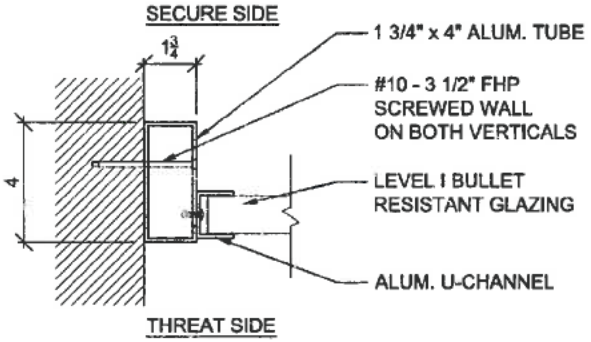
KAH: please make selections before returning submittal.

DRAWING NOTES:

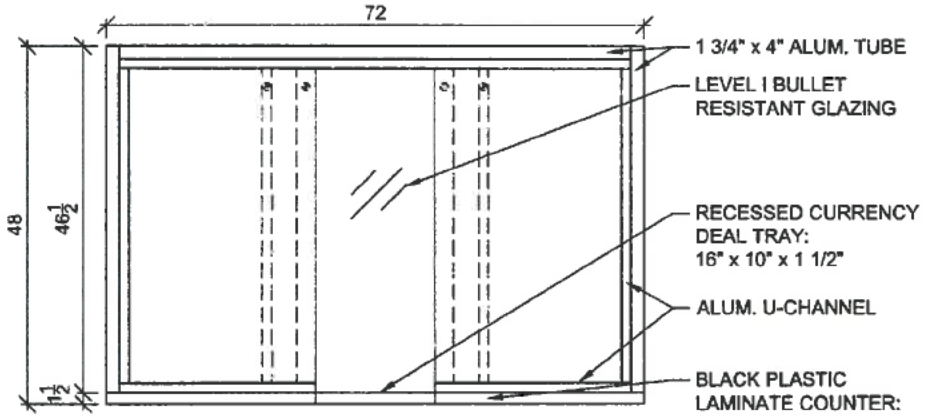
1. THIS UNIT WILL BE FABRICATED AND SHIPPED TO THE EXACT DIMENSIONS SHOWN
2. ALL DIMENSIONS MUST BE APPROVED, SIGNED, AND DATED BEFORE FABRICATION
3. FINISHED OPENING SIZE: 72 1/4" x 48 1/4"
4. ALL OPTIONS MUST BE SELECTED FOR THE ENGINEERING TO BEGIN



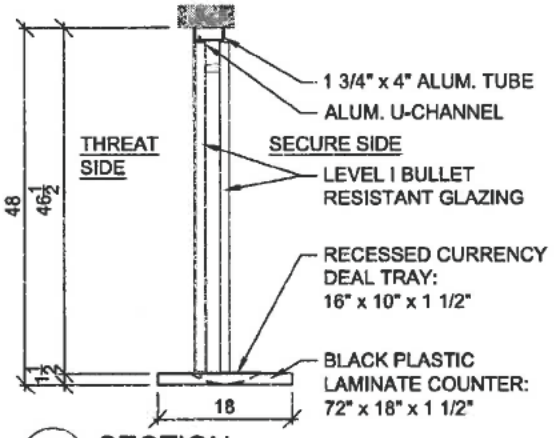
1 A1 PLAN



3 A1 DETAIL



2 A1 ELEVATION



4 A1 SECTION

Job #

Project Name:

72" x 48" TRANSACTION WINDOW
BAFFLE INTERIOR

Total Security Solutions
170 National Park Drive
Fowlerville, Michigan 48836
517.223.7807 Fax: 517.223.0805

No.	Date	Description

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Designed By: TDG
Drawn By: TDG
Checked By: MK

Sheet Title: PLAN/ELEV.

Sheet Number: A1

TSS BL3-2.5 | FRAMING SYSTEM

FEATURES

- U.L. listed level 3
- Accepts glazing materials from 3/4" through 1 3/8"
- Anodized or painted finishes
- Available completely manufactured or purchased in stock lengths for job site fabrication
- Easily fabricated in the field
- Can be used in new or retrofit construction
- Components readily available

PRODUCT DESCRIPTION

2 1/2" Glazing Channel system.

- Head, sill and jams: 1 1/2" x 2 1/2"
- Mullion: 3" x 2 1/2"

SPECIFICATIONS

A. USES

Designed to defeat ballistic assaults from .44 magnum super power small arms handgun as tested in accordance with UL standard 752 at Underwriter's Laboratories.

B. LIMITATIONS

Cannot be used as door frames.

CONSTRUCTION

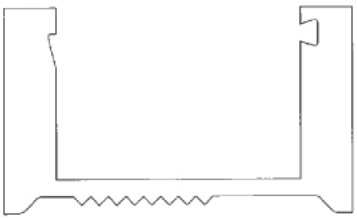
- All components will be constructed from extruded aluminum in 6061-T6 alloy/temper.
- Head and sill will be one piece extrusion with no integral weep system at the sill.
- Jambs will be two piece extrusions with removable faces to allow for reglazing.
- Mullions will be three piece extrusion with removable faces to allow for glazing and individual lite replacement.

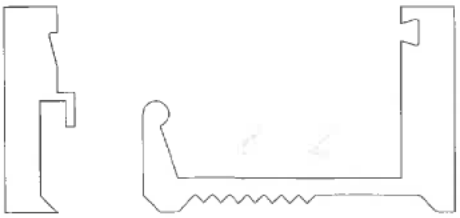
INSTALLATION

- Apply continuous bead of sealant and anchor head, sill and jambs to substrate.
- Fully seal corner joinery in glazing pocket.
- Install push-in sponge gasket.
- Position setting blocks and glaze by tucking up in heads and lower onto blocks.
- Install jamb hook stops and insert drive-in wedge gaskets.

MATERIALS

- All aluminum extrusions shall be 6061-T6 alloy temper or equal with a minimum tensile strength (minimum 38.0 ksi ultimate, 35.0 ksi yield.)
- All fasteners shall be No. 12 TEKS zinc coated with self sealing neoprene washers.There shall be no exposed fasteners.
- The exterior glazing gaskets shall be solid neoprene (65-75 Shore "A" Durometer).
- Setting blocks shall be solid neoprene (80-90 shore "A" Durometer).
- All neoprene shall be in strict compliance with ASTM C-509-89 Type II option 1 and C-864-89.
- All joints and connections shall be tight, providing hairline joints and true alignment of adjacent members. It is imperative that tight hairline joints be maintained to assure the ballistic integrity of the system. Field cutting may be required to compensate for individual building variations and tolerances.
- Glazing or retrofit reglazing shall be performed from the exterior, providing minimal disturbance of the occupants.





HANDLING INFORMATION

Handling: Care should be exercised during shipping and handling to maintain framing system appearance.

Storage: Store upright in a dry, well ventilated building or shelter at a constant temperature. Do not store in damp areas or freshly plastered buildings. Place unit on wood blocks at least 2" high to prevent moisture damage.

Application: Remove from protective container just prior to installation. Care should be exercised when installing framing system to insure that installation is level, plumb, square and secure.

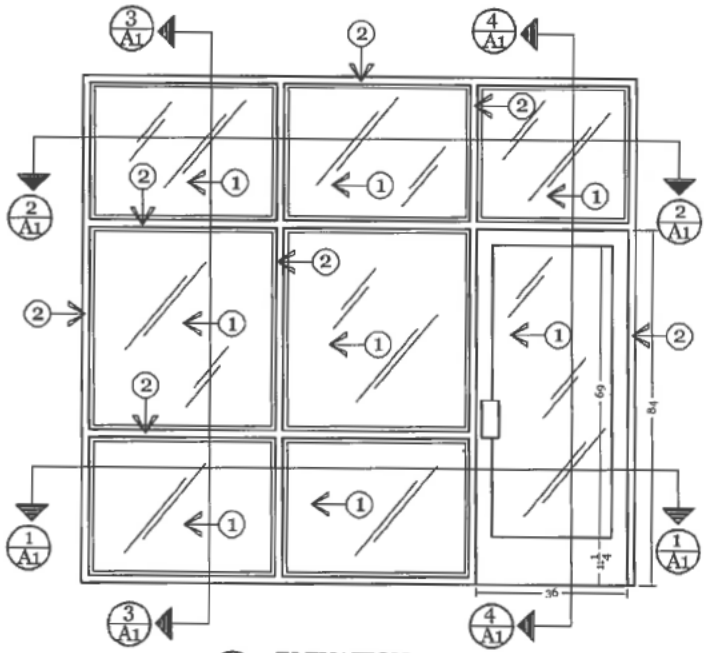
Cleaning: You must clean the glazing unit during and after the construction period to maintain optimum performance and aesthetic properties. To clean, use a soft, clean cloth and a mild soap, detergent, or slightly acidic cleaning solution (such as vinegar). Wipe with a clean, lint-free cloth.

TECHNICAL SUPPORT

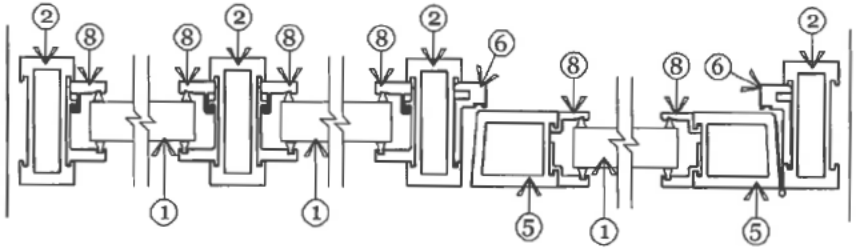
TSS maintains a full staff of professional and experienced sales representatives, project estimators, engineers, draftsmen, craftsmen and installers ready to assist in all phases of the bullet resistant project from initial design through installation. Consult our sales department or your local representative for assistance with all your bullet-resistant needs at 1.517.223.7807.

LIMITED WARRANTY

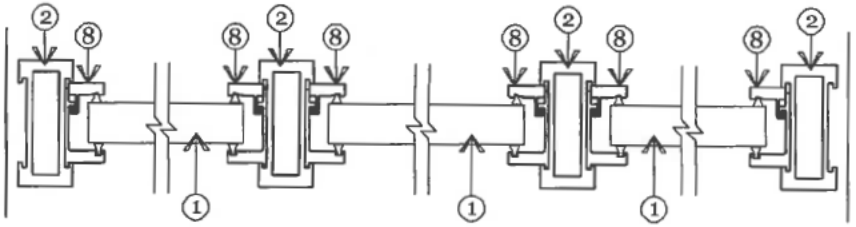
TSS offers a twelve month limited warranty. This warranty does not cover damage caused by neglect, abuse, vandalism, improper maintenance, accident or any other cause beyond the suppliers control not arising out of defects in material or workmanship. The warranties stated replace and exclude all other warranties. The warranty is limited to replacing products that fail to meet specification, or are defective in quality or workmanship at the time of delivery. TSS will not be responsible for (re)installation expenses or any direct or indirect loss(es) which may result from a defective product. TSS reserves the right to field inspect any product alleged to be defective. The buyer is responsible for any consequences resulting from product use.



5/A1 ELEVATION



1/A1 SECTION

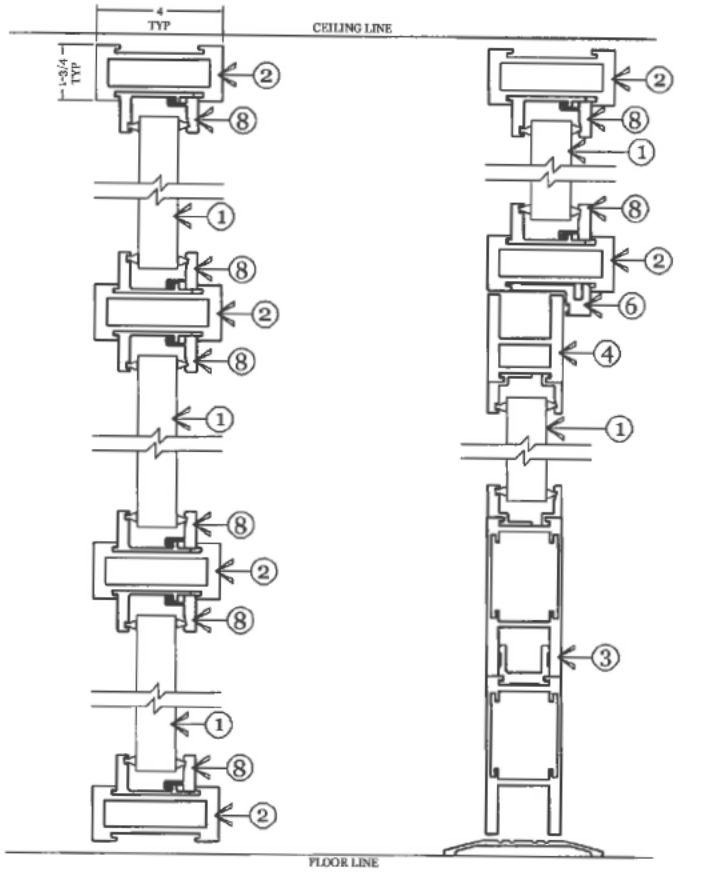


2/A1 SECTION

DRAWING NOTES:

1. BULLET RESISTANT ACRYLIC OR ACRYLIC/POLYCARBONATE COMPOSITE. AVAILABLE IN PROTECTION LEVELS 1,2,3.
2. 1 3/4 x 4 EXTRUDED ALUMINUM TUBE. LEVEL 3 RATED BALLISTIC PROTECTION.
3. EXTRUDED ALUMINUM BOTTOM DOOR RAIL. LEVEL 3 RATED BALLISTIC PROTECTION.
4. EXTRUDED ALUMINUM TOP DOOR RAIL. LEVEL 3 RATED BALLISTIC PROTECTION.
5. EXTRUDED ALUMINUM DOOR STILE. LEVEL 3 RATED BALLISTIC PROTECTION.
6. EXTRUDED ALUMINUM DOOR STOP.
7. EXTRUDED ALUMINUM 2 PIECE GLAZING CHANNEL. LEVEL 3 RATED BALLISTIC PROTECTION. CHANNEL IS INTEGRAL TO PROPERLY CONSTRUCTED FRAMING SYSTEM.

- GASKET IS SIZED PER LEVEL OF GLAZING PROTECTION. PROFILE MAY NOT REPRESENT THE ACTUAL SHAPE.
- STANDARD COLORS ARE ARCHITECTURAL BRONZE AND CLEAR ANODIZED ALUMINUM. CUSTOM COLORS ARE AVAILABLE ON REQUEST.



3/A1 SECTION

4/A1 SECTION

Project Name:

BL3 - 1.75 FRAME

TYPICAL DETAILS

Total Security Solutions
170 National Park
Fowlerville, MI 48836

Issue Date:

Revisions

No.	Date	Description

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Project Number:

Drawn By: BDF

Designed By:

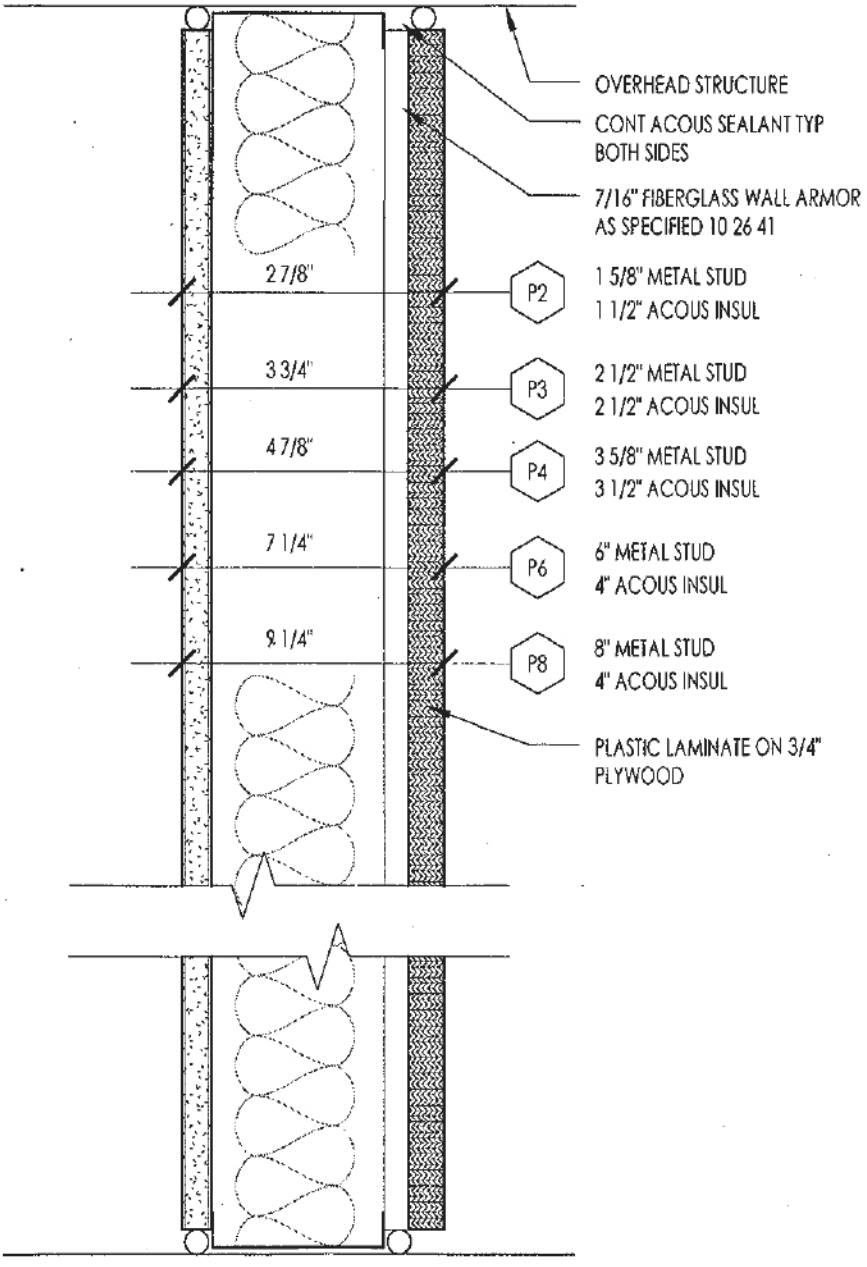
Checked By:

Sheet Title:

Sheet Number: A1

PARTITION TYPE P

DESCRIPTION: ONE LAYER OF 5/8" GYP BD (ONE SIDE) AND 3/4" PLYWOOD W/PLASTIC LAMINATE WITH 7/16" LEVEL 3 FIBERGLASS WALL ARMOR (ONE SIDE) ON METAL STUDS WITH ACOUSTICAL INSULATION FULL HEIGHT. REFERENCE SHEET A1203 - DETAILS 3 THROUGH 8 FOR ADDITIONAL FINISHES AND DETAILS.



3 PARTITION TYPE P

3" = 1'-0"

ARMORCORE
BULLET RESISTANT FIBERGLASS PANELS

UL752 Level 3

PANEL SIZES: 3' x 8', 3' x 9', 3' x 10'
4' x 8', 4' x 9', 4' x 10'
5' x 8', 5' x 9', 5' x 10'
Custom sizes available

NOMINAL WEIGHT: 4.8 lbs per square foot

NOMINAL THICKNESS: 7/16"

PRODUCT APPLICATIONS:
ArmorCore Bullet Resistant Panels can be used in walls, furniture, doors, vehicles and as blast protection barriers. They can be covered with drywall or laminate so as not to impact aesthetics.

Commercial
- Banks and credit unions
- Convenience stores
- Check cashing facilities
- Data centers

Government
- Courthouses/courtrooms
- Prisons
- Administrative offices
- Public safety facilities

Healthcare
- Hospitals and clinics
- Pharmacies

Residential
- Safe rooms
- Storm shelters

Military
- Transport vehicles
- Housing
- Base entrances

OTHER PRODUCTS AVAILABLE:
ArmorCore® Bullet Resistant Fiberglass Panels are manufactured at all 8 Levels of UL752 Standards and NIJ0108.01 specifications.

SUBMITTALS:
Submittals and samples are available upon request.

PERFORMANCE LEVEL:
- UL752 Standard for Bullet Resisting Equipment – Level 3 Paragraph 4.5
- National Institute of Ballistic Standards NIJ0108.01– Level IIIA
- One Hour Fire Rating Per ASTM E119-98
- Class IV Forced Entry Protection Rating Per ASTM F1233-98

AMMUNITION TESTED:
.44 magnum lead semi-wadcutter gas checked – 240 grain, 15.6 grams, minimum 1350 feet per second.

PRODUCT INFORMATION:
The panels are made of multiple layers of woven roving ballistic grade fiberglass cloth impregnated with a thermoset polyester resin and compressed into flat rigid sheets. The production technique and materials used provide the controlled internal delamination to permit the capture of a penetrating projectile.

PRODUCT BENEFITS:
- Easy to install
- Effective delay against forced entry
- Low wicking – preventing buildup of mold
- Nontoxic materials – no formaldehyde

UNIQUE TO WACO COMPOSITES:
- ISO 9001-2000 registered
- Superior customer service
- Continuous product testing to ensure ballistic integrity
- Factory CNC water jet cutting

PRODUCT INSTALLATION:
We suggest using a diamond-grit blade for cutting the material. A TSD180D 7" Tenryu circular blade is available for purchase through our office. Panels may be attached using self-tapping drywall screws or construction adhesive. Pre-drilling may be required for thicknesses 1.125" or greater. With proper pre-preparation, panels can be painted with oil or water based paints. Installation instructions are available upon request.

All joints need to be reinforced by a 4" batten strip.

WARRANTY POLICY:
All ArmorCore materials and workmanship shall be warranted against defects for a period of two (2) years from the date of receipt at the project site. We will repair or replace ArmorCore Panels at our discretion, found upon our inspection, to be defective in material or our workmanship for up to two (2) years from the date of receipt at the project site.

Build For Life.

Waco Composites, Ltd. | 302 S. 27th St., Waco, TX 76710 | 866-688-3088 phone | 254-752-3634 Fax | www.armorcore.com

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2
OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

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

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

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

ARTICLE 3
CONTRACTOR

3.1 GENERAL

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

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

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

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

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

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

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

Commissioners Court - Regular Session **45.**

Meeting Date: 12/12/2023

Historic Courthouse - Exterior Painting

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Contract for Construction between Williamson County and J.T. Vaughn Construction, LLC relating to the Historic Courthouse exterior painting.

Background

The Contract for Construction is made for the exterior painting of the Historic Courthouse. Work will not begin until after January 15th, 2024 and will take sixty (60) days for substantial completion.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Historic Courthouse - Exterior Painting

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/05/2023 03:56 PM
Facilities Management (Originator)	Christy Matoska	12/07/2023 11:17 AM
Hal Hawes	Hal Hawes	12/07/2023 11:18 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2023 09:35 AM
Form Started By: Christy Matoska		Started On: 12/05/2023 03:50 PM
Final Approval Date: 12/08/2023		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Omnia – Contract Number R200107

PROJECT: **Historic Courthouse – Exterior Painting** ("Project")

GENERAL CONTRACTOR: **J T. Vaughn Construction, LLC** ("GC")
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752

ARCHITECT: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **exterior painting of the Historic Courthouse** (hereinafter called the "Project");

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

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

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Scope of Work for the Project, which is attached hereto as Exhibit "A", and County's requirements.. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

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

2.3 GENERAL CONDITIONS

2.3.1
The term “Contractor” as used herein or in the UGCs shall mean GC.

2.3.2
The term “Owner” as used herein or in the UGCs shall mean County.

2.3.3
The term “Architect” as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **sixty (60) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC’s safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One Hundred Seventy-Seven Thousand Nine Hundred Eighty-Nine and 70/100 Dollars ($177,989.70)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **many layers of previous repairs and remodels** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Nine Hundred Thirty Two Dollars ($932.00)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

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

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

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

approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

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

J. T. Vaughn Construction, LLC
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752

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

ARTICLE 7
NOTICE

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

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

and to: Office of General Counsel
Williamson County Commissioners Court

401 W. 6th Street
Georgetown, Texas 78626

GC: J. T. Vaughn Construction, LLC.
10355 Westpark Dr.
Houston, TX 77042

Attention: Danny Thompson, CEO

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other

representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Scope of Work
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Scope of Work

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, 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.

GC:
J. T. Vaughn Construction, LLC.

By: _____
Signature

Danny Thompson
Printed Name

Chief Executive Officer
Title

Date Signed: 12/1/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Attach Design Documents below:

The Scope of Work includes the following:

1. Onsite supervision & safety measures
2. Payment and Performance Bonds
3. Temporary project site containment measures
4. Paint windowpane trim on all floors including roof level
5. Paint exterior doors, and door frames
6. Paint color to match existing
7. Plywood to be placed under path of equipment use areas

The Scope of Work does not include the following:

1. Painting of soffits on 2nd floor balconies
2. Paint handrails, manhole covers and lamp posts
3. Contingency
4. Temporary toilets. Workers will utilize the existing facilities
5. Sales Tax
6. Finishing any exterior surfaces other than above mentioned
7. Power washing
8. Removing metal mesh at louvers
9. Wood replacement of any kind
10. Glazing of Windows
11. Repairs to wood outside of putty or wood fillers
12. Dark green light poles around the grass/sidewalks
13. Parking costs for daily manpower and equipment, Owner to provide overnight equipment parking.
14. After hours
15. Covered walkways
16. Permits

6/21/2021

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT

Trenton Jacobs
County Architect

MEMO

To: Project Managers and Consultant Design Teams
From: Trenton Jacobs, County Architect
Re: WILCO Standard Paint Color Selections

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list (last updated on 2/25/21):

SW 7019	Gauntlet Gray
SW 7067	Cityscape
SW 7074	Software
SW 7018	Dovetail
SW 6234	Uncertain Gray
SW 7017	Dorian Gray
SW 7016	Mindful Gray
SW 6218	Tradewind
SW 6254	Lazy Gray
SW 7064	Passive
SW 7667	Zircon
SW 6078	Realist Beige
SW 7527	Nantucket Dune
SW 6107	Nomadic Desert
SW 7038	Tony Taupe
SW 9117	Urban Jungle
SW 6081	Down Home

Deviations from this list (for unique facility needs) may be requested in writing by the consultant design team.

WILLIAMSON COUNTY
(512) 943-1193 Cell (512) 966-9472
Trenton.Jacobs@wilco.org www.wilco.org
3101 SE Inner Loop
Georgetown, TX 78626

8/8/2022

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1848
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SW 6107	Nomadic Desert
SW 7038	Tony Taupe
SW 9117	Urban Jungle
SW 6081	Down Home

SW 7069	Iron Ore (Painted Door Frames)

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6/21/2021

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1848
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EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2
OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

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

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

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

ARTICLE 3
CONTRACTOR

3.1 GENERAL

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

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

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

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

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

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Commissioners Court - Regular Session **46.**

Meeting Date: 12/12/2023

Approval of Construction Contract for Renovations at the Jail Magistrate Court with J.T. Vaughn Construction 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 authorizing construction contract #202477 between J.T. Vaughn Construction, LLC and Williamson County for renovations at the Jail Magistrate Court and supporting spaces, plus addition of a new elevator and new chiller at the Williamson County Jail in the amount of three million one hundred sixty-seven thousand seven hundred nine dollars, $3,167,709.00, pursuant to Omnia contract #R200107 and authorize the execution of the agreement. Funding source is P540.

Background

This project is for the Jail Magistrate Court project located at 306 West 4th Street, Georgetown, TX 78626. The proposal includes a detailed scope of work. The funding source is P540 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Second Amended and Restated Contract

Vendor

Form 1295- Vaughn

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/06/2023 10:09 AM
County Judge Exec Asst.	Becky Pruitt	12/06/2023 11:40 AM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 02:59 PM
Final Approval Date: 12/06/2023		

SECOND AMENDED AND RESTATED CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Omnia – Contract Number R200107)

PROJECT:	**Jail Magistrate Court, Elevator, and Chiller Additions** ("Project")
GENERAL CONTRACTOR:	**J. T. Vaughn Construction, LLC** ("GC") Doug Boram, Senior Project Manager 6604 N. Lamar Austin, TX 78752
ARCHITECT/ ENGINEER:	**Talex, Inc.** ("A/E") Thomas R. Alexander, P.E. 763 Tumbleweed Tr Lockhart, TX 78644
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78641 / 78626

THIS SECOND AMENDED AND RESTATED CONTRACT FOR GENERAL CONSTRUCTION ("Second Amended Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

RECITALS

WHEREAS, County desires to retain a GC for the **renovation of the magistrate court and supporting spaces, plus the addition of a new elevator and new chiller at the Willaimson County Jail** (hereinafter called the "Project");

WHEREAS, County and GC desire to amend and restate that original **Contract for Construction** ("Original Contract") being dated effective **August 31, 2021** and the **First Amended and Restated Contract for General Construction** ("Amended Contract") being dated effective **October 11, 2022,** wherein GC agreed to render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project;

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

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Second Amended Contract and all exhibits and attachments listed, contained, or referenced in this Second Amended 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 Second Amended Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Second Amended Contract, all of which form this Second Amended Contract and are as fully a part of this Second Amended Contract as if attached to this Second Amended Contract.

2.1.2
This Second Amended 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 Second Amended Contract, this Second Amended Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Second Amended Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and

supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the Work shall be started. GC shall achieve Substantial Completion for all aspects of the Work, not including elevator delivery and installation, within **One Hundred Twenty Days (120) calendar days** after the Notice to Proceed commencement date. For all Work relating the elevator, GC shall achieve Substantial Completion of the elevator Work within **Three Hundred (300) calendar days** after the Notice to Proceed commencement date. Such Substantial Completion dates may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion for all aspects of the Work, not including elevator delivery and installation, within t**hirty (30) calendar days** of Substantial Completion of all aspects of the Work that is not related to the elevator delivery and installation. Unless otherwise specified in writing, GC shall achieve Final Completion for all Work relating the elevator within **thirty (30) calendar days** of Substantial Completion of the Work relating the elevator. The time set forth for completion of the work is an essential element of the Second Amended Contract.

3.2 LIQUIDATED DAMAGES
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Second Amended Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Second Amended Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Second Amended Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Three Million, One Hundred Sixty-Seven Thousand, Seven Hundred Nine Dollars ($ 3,167,709)**. [1]

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

[1] The Contract Sum includes those payments previously paid to the GC by County under the Original Contract in the amount of $653,886.90.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **concealed conditions revealed during the demolition process** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Fifty Thousand Dollars ($ 50,000)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this Second Amended Contract is as follows:

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

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

GC's Designated Representative for purposes of this Second Amended Contract is as follows:

J. T. Vaughn Construction, LLC ("GC")
Doug Boram, Senior Project Manager
6604 N. Lamar
Austin, TX 78752

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

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Second Amended Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with

the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Second Amended Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

GC: J. T. Vaughn Construction, LLC
~~6604 N. Lamar~~ 10355 WestPark Dr.
~~Austin, TX 78752~~ Houston, TX 77042

Attention: ~~Doug Boram~~ Danny Thompson
~~Senior Project Manager~~ Chief Executive Officer

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Second Amended Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW

This Second Amended 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 Second Amended Contract or the Project in which County is a party.

9.4 ASSIGNMENT

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Second Amended Contract. GC shall not assign this Second Amended Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Second Amended Contract.

9.5 OTHER PROVISIONS

9.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Second Amended Contract, which representations and warranties shall survive the execution and delivery of this Second Amended Contract, any termination of this Second Amended 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 Second Amended Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF SECOND AMENDED CONTRACT AND CONTRACT DOCUMENTS

10.1
This Second Amended Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Second Amended Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Second Amended Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Second Amended Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Second Amended Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Second Amended Contract and that he/she has full and complete authority to enter into this Second Amended Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Second Amended Contract.

IN WITNESS WHEREOF, County has caused this Second Amended 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 SECOND AMENDED CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
J. T. Vaughn Construction, LLC

By: _____
Signature

Danny Thompson
Printed Name

Chief Executive Offi
Title

Date Signed: 11/01/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Attach Design Documents below:

VAUGHN
CONSTRUCTION

6604 N. Lamar
Austin, TX 78752
Telephone:
(512) 318-1332

Facsimile:
(512) 681-9752

Date: October 20, 2023

Attention: Williamson County, Texas
Mr. Thomas Crockett
3901 SE Inner Loop
Georgetown, TX 78626

Reference: OMNIA R200107 - Williamson County Jail Magistrate Renovation

Mr. Crockett,

We respectfully submit our Proposal for the Williamson County Jail Magistrate Renovation project in the amount of Three Million One Hundred Sixty-Seven Thousand Seven Hundred Nine ($3,167,709.00) dollars.

Our Pricing includes the following scopes of work:

1. On site supervision & safety measures
2. Payment and Performance Bonds
3. Temporary project site containment measures
4. Contract Documents
5. ASI#1 as issued by Talex
6. ASI#2 as issued by Talex

Our Pricing Excludes

1. Additional General Conditions for the extended duration due to redesign
2. Contingency
3. Temporary toilets. Workers will utilize the existing facilities
4. Sales Tax
5. Elevator electrical work (drawings not provided)
6. Modifications to the existing elevators
7. Modifications to the restrooms
8. Data wiring
9. Permits
10. Badging and Background Check fees

Pricing is valid for Thirty (30) Days only.
Thank you for the opportunity and please call me with any questions.

Very truly yours,
J.T. Vaughn Construction, LLC

Doug Boram
512-663-7461
dougboram@vaughnconstruction.com

VAUGHN
CONSTRUCTION

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
013113200120	Field personnel, field engineer, engineer, average		32.00	Week	$2,180.00	$0.00	$0.00	$69,760.00	
013113200280	Field personnel, superintendent, maximum		40.00	Week	$2,650.00	$0.00	$0.00	$106,000.00	
015113800350	Temporary lighting, 40,000 S.F. building, 8 strings, incl. service lamps, wiring and outlets		500.00	CSF Flr	$10.37	$3.52	$0.00	$6,945.00	
015213201350	Storage boxes, rent per month, 40' x 8'		8.00	Ea.	$0.00	$152.52	$0.00	$1,220.16	
015213400120	Field office expense, office supplies, average		35.00	Month	$0.00	$92.99	$0.00	$3,254.65	
015433407650	Rent vacuum cleaner, HEPA, 16 gallon, wet/dry, Incl. Hourly Oper. Cost.		30.00	Month	$0.00	$0.00	$1,144.76	$34,342.80	
015433600900	Rent crawler mounted crane, lattice boom, 1-1/2 CY, 40 ton 12' radius, Incl. Hourly Oper. Cost.		3.00	Week	$0.00	$0.00	$7,038.09	$21,114.27	
015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer		8.00	Ea.	$117.07	$0.00	$104.33	$1,771.20	
015616101080	Selective demolition, rubbish handling, dust partition, 4' x 8' panels, 2" x 4" frame, 6 mil polyethylene, cost to be added to demolition cost		5,400.00	S.F.	$0.31	$0.90	$0.00	$6,534.00	
015629502500	Temporary, sidewalks, exterior plywood, 2 uses, 3/4" thick		792.00	S.F.	$0.51	$0.85	$0.00	$1,077.12	
015813500020	Project signs, sign, high intensity reflectorized, buy, excl. posts		18.00	Ea.	$0.00	$16.09	$0.00	$289.62	
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction		1,150.00	M.S.F.	$35.32	$4.49	$5.84	$52,497.50	
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job		35.00	M.S.F.	$49.05	$4.74	$8.11	$2,166.50	
017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard		2,000.00	S.F.	$0.41	$0.45	$0.00	$1,720.00	
024119168500	Selective demolition, cutout, remove, minimum labor/equipment charge		1.00	Job	$92.14	$0.00	$0.00	$92.14	
024119190600	Selective demolition, rubbish handling, dumpster, 6 C.Y., 2 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost		12.00	Week	$0.00	$415.00	$0.00	$4,980.00	
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost		6.00	Week	$0.00	$775.00	$0.00	$4,650.00	

VAUGHN
CONSTRUCTION

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost		140.00	C.Y.	$29.25	$0.00	$0.00	$4,095.00	
024119211020	Selective demolition, gutting, building interior, commercial building, includes disposal, excludes dumpster fees, maximum		2,539.00	SF Flr.	$6.19	$0.00	$3.27	$24,018.94	
024119259000	Selective demolition, saw cutting, minimum labor/equipment charge		2.00	Job	$184.28	$0.00	$58.36	$485.28	
031113653000	C.I.P. concrete forms, slab on grade, edge, wood, to 6" high, 4 use, includes erecting, bracing, stripping and cleaning		400.00	L.F.	$1.71	$0.81	$0.00	$1,008.00	
032105100730	Bag ties, for reinforcing steel, plain steel, 16 ga., 7" long, includes material only		1,000.00	C	$0.00	$1.87	$0.00	$1,870.00	
033053403570	Structural concrete, in place, equipment pad (3000 psi), 6' x 6' x 8", includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing		5.00	Ea.	$143.81	$304.73	$2.20	$2,253.70	
033053404820	Structural concrete, in place, slab on grade (3500 psi), over 10000 S.F., 6" thick, includes concrete (Portland cement Type I), placing and finishing, excludes forms and reinforcing		488.00	S.F.	$0.82	$3.22	$0.01	$1,976.40	
040120200300	Pointing masonry, tuck, cut and re-point, hard mortar, running bond		1,500.00	S.F.	$3.65	$0.88	$0.00	$6,795.00	
040120202000	Pointing masonry, scrub coat, sand coat on walls, thin mix, brushed		1,500.00	S.F.	$2.43	$4.52	$0.00	$10,425.00	
040120500500	Toothing masonry, brickwork, soft old mortar		1,000.00	V.L.F.	$6.00	$0.00	$0.00	$6,000.00	
040120500720	Toothing masonry, blockwork, hard mortar		240.00	V.L.F.	$4.79	$0.00	$0.00	$1,149.60	
040120520240	Cleaning masonry, new construction, heavy construction dust, drips or stains, by chemical, brush and rinse, excludes scaffolding		2,800.00	S.F.	$0.88	$0.17	$0.00	$2,940.00	
040505100410	Selective demolition, masonry, concrete block walls, reinforced alternate courses, 8" thick		10,000.00	S.F.	$0.53	$0.00	$0.00	$5,300.00	
040505105420	Selective demolition, masonry, veneers, stone, 8" thick, alternate pricing method		1,000.00	C.F.	$3.12	$0.00	$0.00	$3,120.00	
040513230020	Surface bonding masonry mortaring, surface bonding agent, concrete masonry unit (CMU) walls, gray or white, includes fiberglass mortar, excludes blockwork		1,000.00	S.F.	$0.60	$0.17	$0.00	$770.00	
040513300400	Mortar, masonry cement, 1:1:6 mix, 2500 psi, type PM		850.00	C.F.	$1.83	$9.00	$0.00	$9,205.50	
040513950200	Sand, for mortar, screened and washed, at the pit		4.00	C.Y.	$0.00	$43.73	$0.00	$174.92	

VAUGHN
CONSTRUCTION

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
040516300050	Grout, bond beams and lintels, 8" deep, 10" thick, 0.25 C.F./L.F., pumped, excludes blockwork		100.00	L.F.	$0.98	$1.51	$0.13	$262.00	
040516300250	Grout, concrete masonry unit (CMU) cores, 8" thick, 0.258 C.F./S.F., pumped, excludes blockwork		5,000.00	S.F.	$1.74	$1.55	$0.24	$17,650.00	
040516300800	Grout, door frames, 3' x 7' opening, 2.5 C.F. per opening		1,200.00	Opng.	$19.66	$15.00	$2.73	$44,868.00	
040516300800	Grout, door frames, 3' x 7' opening, 2.5 C.F. per opening		16.00	Opng.	$19.66	$15.00	$2.73	$598.24	
040519050040	Anchor bolts, hooked type, 5/8" diameter x 8" long, installed in fresh grout in CMU bond beam or filled core, includes nut and washer, excludes template		48.00	Ea.	$2.51	$4.09	$0.00	$316.80	
040519160850	Masonry anchors, cavity wall ties, Z-type, galvanized, 8" long x 3/16" diameter		10.00	C	$30.89	$24.41	$0.00	$553.00	
040519260060	Masonry reinforcing bars, #5 and #6 reinforcing steel bars, placed vertically, ASTM A615		2,500.00	Lb.	$0.50	$0.72	$0.00	$3,050.00	
042210261150	Concrete block, foundation wall, trowel cut joints, normal weight, hollow, 2000 psi, 8" x 8" x 16", includes mortar, vertical reinforcing and horizontal joint reinforcing every other course, excludes scaffolding		1,000.00	S.F.	$3.19	$4.81	$0.00	$8,000.00	
050110516170	Metal cleaning, steel surface treatment, 250 - 500 SF/Day, wire brush, hand (SSPC-SP2) RLH		1,000.00	S.F.	$0.71	$0.02	$0.00	$730.00	
050519202800	Hollow wall anchor, 1/4" dia long, in gypsum wall board, plaster or tile, excl layout & drilling		16.00	Ea.	$2.52	$0.94	$0.00	$55.36	
050519202800	Hollow wall anchor, 1/4" dia long, in gypsum wall board, plaster or tile, excl layout & drilling		16.00	Ea.	$2.52	$0.94	$0.00	$55.36	
050519205800	Lag screw shield, 1/4" dia, L, in concrete, brick or stone, excl layout & drilling		50.00	Ea.	$3.84	$0.39	$0.00	$211.50	
050523100900	Bolt, hex head, plain steel, 3/8" dia x 4" L, A307, incl nut & washer		600.00	Ea.	$3.01	$0.46	$0.00	$2,082.00	
051223450300	Lintel angle, structural, unpainted, 2000 to 4000 lb., shop fabricated		795.00	Lb.	$0.51	$1.19	$0.00	$1,351.50	
051223750302	Structural steel beam or girder, 100-ton project, 1 to 2 story building, W8x10, A992 steel, shop fabricated, incl shop primer, bolted connections		1,100.00	L.F.	$4.21	$18.39	$4.63	$29,953.00	
054113250200	Boxed headers/beam, galvanized CF joist/LB track for LB stud partition, double, 18 ga x 6" D		12.00	L.F.	$2.98	$11.59	$0.00	$174.84	
055213500020	Railing, pipe, aluminum, satin finish, 2 rails, 3'-6" high, posts @ 5' OC, 1-1/4" diameter, shop fabricated		100.00	L.F.	$7.22	$52.27	$0.95	$6,044.00	
061110022620	2" x 4" miscellaneous wood blocking, to wood construction, per M.B.F.		5.00	M.B.F.	$1,586.75	$1,598.00	$0.00	$15,923.75	

VAUGHN
CONSTRUCTION

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
072116200060	Blanket insulation, for walls or ceilings, kraft faced fiberglass, 3-1/2" thick, R13, 11" wide		64.00	S.F.	$0.28	$0.82	$0.00	$70.40	
078413100110	Firestopping, metallic piping, non insulated, through walls, 2" dia		65.00	Ea.	$20.00	$11.39	$0.00	$2,040.35	
078413100130	Firestopping, metallic piping, non insulated, through walls, 6" dia		20.00	Ea.	$26.44	$29.07	$0.00	$1,110.20	
078413100460	Firestopping, ductwork, insulated and non insulated, rectangular, with stiffener/closure angle, through walls, 12" x 24"		30.00	Ea.	$52.88	$102.71	$0.00	$4,667.70	
078413100710	Firestopping, construction joints, precast, brick, block or drywall exterior, 2" wide joint		32.00	L.F.	$2.54	$10.95	$0.00	$431.68	
078413100840	Firestopping, construction joints, concrete/CMU wall joints, 1" wide		15.00	L.F.	$3.18	$20.35	$0.00	$352.95	
079213200060	Joint sealants, caulking and sealants, bulk acrylic latex, 1/4" x 3/8", in place		82.00	L.F.	$1.10	$0.20	$0.00	$106.60	
080505100500	Door demolition, interior door, single, 3' x 7' high, 1-3/8" thick, remove		12.00	Ea.	$10.22	$0.00	$0.00	$122.64	
080505102000	Door demolition, door frames, metal, remove		12.00	Ea.	$31.65	$0.00	$0.00	$379.80	
080505102205	Door demolition, door hardware, remove		12.00	Ea.	$5.55	$0.00	$0.00	$66.60	
080505103900	Door demolition, special doors, storefront swing door, remove		12.00	Ea.	$170.42	$0.00	$0.00	$2,045.04	
080505105500	Door demolition, door closer, remove		12.00	Ea.	$20.56	$0.00	$0.00	$246.72	
080505105540	Door demolition, door bolt, remove		12.00	Ea.	$6.82	$0.00	$0.00	$81.84	
081116100020	Doors & frames, aluminum, entrance, narrow stile, clear finish, 3'-0" x 7'-0" opening, incl. standard hardware, excl. glass		30.00	Ea.	$277.07	$1,197.60	$0.00	$44,240.10	
081213130100	Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 3'-0" x 7'-0"		100.00	Ea.	$31.47	$189.62	$0.00	$22,109.00	
081313130100	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/8" thick, 20 ga., 3'-0" x 7'-0"		21.00	Ea.	$29.59	$277.44	$0.00	$6,447.63	
081313130120	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, for vision lite, add		10.00	Ea.	$0.00	$234.53	$0.00	$2,345.30	
084313100600	Frames, aluminum entrance, door frame, mill finish, storefront, 3'-0" x 7'-0" opening		8.00	Opng.	$92.02	$648.00	$0.00	$5,920.16	
087120152600	Door hardware, school, single, classroom, ANSI F88, complete set incl. lever		12.00	Door	$84.40	$724.43	$0.00	$9,705.96	

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
087120152600	Door hardware, school, single, classroom, ANSI F88, complete set incl. lever		12.00	Door	$84.40	$724.43	$0.00	$9,705.96	
087120308030	Door hardware, door closer, surface mounted, light duty, parallel arm, primed, traditional		12.00	Ea.	$42.20	$193.49	$0.00	$2,828.28	
087120308050	Door hardware, door closer, surface mounted, heavy duty, parallel arm, primed, traditional		12.00	Ea.	$42.20	$325.54	$0.00	$4,412.88	
087120401400	Door hardware, lockset, heavy duty, cylindrical, with sectional trim, keyed, single cylinder function		12.00	Ea.	$25.43	$394.31	$0.00	$5,036.88	
087120500020	Door hardware, doorstops, holder and bumper, floor or wall		12.00	Ea.	$7.93	$36.22	$0.00	$529.80	
087120900040	Door hardware, hinges, full mortise, average frequency, steel base, US26D, 4-1/2" x 4-1/2"		12.00	Pair	$0.00	$16.32	$0.00	$195.84	
087120908000	Door hardware, hinge, install		12.00	Pair	$7.47	$0.00	$0.00	$89.64	
088510100040	Glazing accessories, glazing gaskets, neoprene, for 1/2" glass tongued mullion		8.00	L.F.	$2.40	$1.56	$0.00	$31.68	
088520100050	Structural adhesive, 1/4" x 1/4" joint seal		48.00	L.F.	$1.20	$0.46	$0.00	$79.68	
088856102000	Laminated glass, bullet-resisting, 1-3/16" thick, to 15 SF		100.00	S.F.	$29.96	$131.52	$0.00	$16,148.00	
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square		12.00	Ea.	$5.64	$0.01	$0.00	$67.80	
090170100160	Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 4" to 8" square		12.00	Ea.	$27.17	$0.24	$0.00	$328.92	
090190920510	Paint preparation, surface protection, placement & removal, basic drop cloths		800.00	S.F.	$0.03	$0.00	$0.00	$24.00	
090190920520	Paint preparation, surface protection, placement & removal, masking w/paper		3,500.00	S.F.	$0.29	$0.08	$0.00	$1,295.00	
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove		5,400.00	S.F.	$0.36	$0.00	$0.00	$1,944.00	
090505200860	Flooring demolition, vinyl or rubber cove base, molded corner		20.00	Ea.	$0.22	$0.00	$0.00	$4.40	
090505302300	Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (gypsum wallboard)		3,500.00	S.F.	$1.28	$0.00	$0.00	$4,480.00	
092216132800	Metal stud partition, non-load bearing, galvanized, 10' high, 3-5/8" wide, 20 gauge, 16" OC, includes top & bottom track		2,000.00	S.F.	$0.68	$1.23	$0.00	$3,820.00	
092910300150	Gypsum wallboard, on walls, standard, 3/8" thick		2,000.00	S.F.	$0.26	$0.35	$0.00	$1,220.00	
092910300200	Gypsum wallboard, on ceilings, standard, 3/8" thick, finish excluded		1,000.00	S.F.	$0.29	$0.35	$0.00	$640.00	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
092910302050	Gypsum wallboard, on walls, standard, taped & finished (level 4 finish), 5/8" thick		750.00	S.F.	$0.54	$0.33	$0.00	$652.50	
092910305200	Gypsum wallboard, for ceilings over 8' high, add		350.00	S.F.	$0.17	$0.00	$0.00	$59.50	
092910305350	Gypsum wallboard, for finishing corners, inside, add		5.00	L.F.	$0.55	$0.11	$0.00	$3.30	
092910305355	Gypsum wallboard, for finishing outer corners, add		5.00	L.F.	$0.42	$0.53	$0.00	$4.75	
092910305500	Gypsum wallboard, for acoustical sealant, add per bead		30.00	L.F.	$0.52	$0.04	$0.00	$16.80	
092915100300	Accessories, gypsum board, corner bead, galvanized steel, 1" x 1"		42.00	C.L.F.	$65.29	$44.67	$0.00	$4,618.32	
092915100400	Accessories, gypsum board, corner bead, galvanized steel, 1-1/4" x 1-1/4"		100.00	C.L.F.	$74.77	$44.67	$0.00	$11,944.00	
092915101160	Accessories, gypsum board, screws, #6 x 1" A		3,500.00	M	$0.00	$21.18	$0.00	$74,130.00	
093013450100	Spacers, 1/8"		1,000.00	C	$0.00	$0.92	$0.00	$920.00	
093113105400	Ceramic tile, walls, interior, thin set, 4-1/4" x 4-1/4"		1,000.00	S.F.	$2.70	$2.73	$0.00	$5,430.00	
095123101110	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 5/8" thick		1,000.00	S.F.	$0.42	$2.44	$0.00	$2,860.00	
095123300820	Complete suspended ceilings, mineral fiber, Tegular, 2' x 2' x 5/8", on 9/16" grid, include standard suspension system, excl. 1-1/2" carrier channels		1,000.00	S.F.	$1.05	$5.21	$0.00	$6,260.00	
095323300310	Ceiling suspension system, steel, 25% recycled, 15/16" T bar, 2' x 4' grid		1,000.00	S.F.	$0.33	$1.50	$0.00	$1,830.00	
095323300600	Carrier channels, 1-1/2", for 4' OC, add		3,439.00	S.F.	$0.56	$0.27	$0.00	$2,854.37	
095323300900	Carrier channels, for ceilings with recessed lighting fixtures, add		334.00	S.F.	$0.57	$0.47	$0.00	$347.36	
095323301080	Hanging wire, 8' long, 12 gauge		350.00	C.S.F.	$4.02	$2.19	$0.00	$2,173.50	
095323303220	Ceiling suspension system s, seismic compression post, telescopic, 30" to 48" high		24.00	Ea.	$10.27	$37.85	$0.00	$1,154.88	
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick		3,501.00	S.F.	$1.80	$0.73	$0.00	$8,857.53	
096513130700	Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick		132.00	L.F.	$0.91	$1.27	$0.00	$287.76	
096513130730	Wall base, vinyl corners, standard colors, 4" high, 1/8" thick		16.00	Ea.	$0.91	$5.44	$0.00	$101.60	
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick		48.00	L.F.	$0.91	$1.05	$0.00	$94.08	

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096513131153	Wall base, rubber corners, standard colors, 4" high, 1/8" thick		20.00	Ea.	$0.91	$4.33	$0.00	$104.80	
096513370115	Vinyl transition strip, various material to various materials, 1/4" to 3/8"		85.00	L.F.	$0.91	$7.99	$0.00	$756.50	
096519237800	Flooring, vinyl tile, max, premium colors/jpatterns, 12" x 12"x 1/8"		3,500.00	S.F.	$0.57	$4.18	$0.00	$16,625.00	
096723231500	Composition flooring, epoxy, heavy duty epoxy topping, 1/4" thick, 1,000 to 2,000 S.F.		2,016.00	S.F.	$3.39	$6.47	$0.13	$20,139.84	
096805110107	Carpet transition strip, clamp down brass divider 12'/each (@vinyl to carpet)		175.00	Ea.	$9.21	$14.51	$0.00	$4,151.00	
096813100110	Carpet tile, tufted nylon, hard back, 26 oz., 18" x 18"		280.00	S.Y.	$3.61	$11.41	$0.00	$4,205.60	
098116100500	Sound attenuation blanket, 1-1/2" thick		4,010.00	S.F.	$0.28	$0.38	$0.00	$2,646.60	
098116101000	Sound attenuation blanket, 2" thick		4,010.00	S.F.	$0.28	$0.47	$0.00	$3,007.50	
099113700110	Paints & coatings, exterior door frames & trim only, brushwork, primer		360.00	L.F.	$0.38	$0.15	$0.00	$190.80	
099113700135	Paints & coatings, exterior door frames & trim only, brushwork, 2 coats, exterior latex, both sides		35.00	Ea.	$12.80	$12.29	$0.00	$878.15	
099113900370	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first coat, latex, brushwork		3,500.00	S.F.	$0.30	$0.06	$0.00	$1,260.00	
099113900430	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first coat, waterproof sealer, roller		3,500.00	S.F.	$0.12	$0.50	$0.00	$2,170.00	
099123330500	Paints & coatings, interior, alkyd (oil base), flush door w/frame, primer, brushwork, 3' x 7'		35.00	Ea.	$19.08	$3.82	$0.00	$801.50	
099123390140	Paints & coatings, interior latex, zero voc, doors, flush, both sides, roll & brush, primer + 2 coats, incl. frame & trim		35.00	Ea.	$38.40	$29.81	$0.00	$2,387.35	
099123390140	Paints & coatings, interior latex, zero voc, doors, flush, both sides, roll & brush, primer + 2 coats, incl. frame & trim		100.00	Ea.	$38.40	$29.81	$0.00	$6,821.00	
099123720150	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, smooth finish, cut-in brushwork		150.00	L.F.	$0.17	$0.02	$0.00	$28.50	
099123720590	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, cut-in by brushwork		150.00	L.F.	$0.28	$0.09	$0.00	$55.50	
099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation		3,000.00	S.F.	$0.59	$0.46	$0.00	$3,150.00	

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
102113132000	Toilet cubicles, floor anchored, stainless steel		2.00	Ea.	$112.16	$1,213.75	$0.00	$2,651.82	
102213100600	Woven wire partitions, for tool or stock room enclosures, channel frame, painted wall panel, 1-1/2" diamond mesh, 10 ga. wire, 4' w x 10' h		150.00	Ea.	$43.52	$197.11	$0.00	$36,094.50	
104416131080	Fire extinguishers, dry chemical, pressurized, standard type, portable, painted, 10 lb		2.00	Ea.	$0.00	$91.27	$0.00	$182.54	
105113106120	Lockers, heavy duty, 14 ga welded steel, solid, tamper proof, triple tier, 24" W x 24" D x 74" H, for detention facility		66.00	Ea.	$25.95	$839.92	$0.00	$57,147.42	
105113106120	Lockers, heavy duty, 14 ga welded steel, solid, tamper proof, triple tier, 24" W x 24" D x 74" H, for detention facility		100.00	Ea.	$25.95	$839.92	$0.00	$86,587.00	
120505101100	Selective demolition, casework, wood base cabinets		45.00	L.F.	$26.37	$0.00	$0.00	$1,186.65	
120505101200	Selective demolition, countertop		45.00	L.F.	$6.61	$0.00	$0.00	$297.45	
123616103210	Countertops, stainless steel		200.00	L.F.	$32.64	$402.97	$0.00	$87,122.00	
123661162300	Solid surface countertop, acrylic polymer, premium patterned colors, pricing for orders of 1-50 LF, 25" wide		50.00	L.F.	$39.34	$135.94	$0.00	$8,764.00	
142123101625	Electric traction passenger elevator, base unit, standard finish, 2,000 lb, 200 fpm, 4 stop		2.00	Ea.	$25,863.30	$116,034.50	$0.00	$283,795.60	
142123101625	Electric traction passenger elevator, base unit, standard finish, 2,000 lb, 200 fpm, 4 stop		1.00	Ea.	$25,863.30	$116,034.50	$0.00	$141,897.80	
142123101775	Electric traction passenger elevator, base unit, standard finish, for 5,000 lb capacity, add		1.00	Ea.	$0.00	$14,370.80	$0.00	$14,370.80	
211113180920	Adapter, female, s x FNPT, plastic pipe fitting, CPVC fire suppression, C-UL-S, FM, NFPA 13, 13R & 13D, 3/4" x 1/2", sprinkler head		10.00	Ea.	$7.26	$4.96	$0.00	$122.20	
220505102000	Pipe, metal pipe, to 1-1/2" diam., selective demolition		1,210.00	L.F.	$1.81	$0.00	$0.00	$2,190.10	
220505109100	Valves or strainers and similar, metal, up thru 1-1/2" diameter, selective demolition		4.00	Ea.	$12.87	$0.00	$0.00	$51.48	
220505109300	Vent flashing or vent caps, selective demolition		2.00	Ea.	$6.59	$0.00	$0.00	$13.18	
220529100070	Pipe hanger / support, bracket, malleable iron, beam, side or wall, 3/8" threaded rod size, type number 34 per MSS-SP58		152.00	Ea.	$7.54	$8.47	$0.00	$2,433.52	
220529100320	Pipe hanger / support, C-clamp, 3/8" threaded rod size, for mounting on steel beam flange, type number 23 per MSS-SP58, includes locknut		152.00	Ea.	$2.26	$6.20	$0.00	$1,285.92	

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
220529102876	Pipe hanger / support, assembly, size includes an insulation allowance, 3" pipe size, includes adjustable clevis, saddle, rod and clamp		32.00	Ea.	$21.04	$101.81	$0.00	$3,931.20	
220529102880	Pipe hanger / support, assembly, size includes an insulation allowance, 4" pipe size, includes adjustable clevis, saddle, rod and clamp		12.00	Ea.	$21.35	$105.84	$0.00	$1,526.28	
220529102884	Pipe hanger / support, assembly, size includes an insulation allowance, 6" pipe size, includes adjustable clevis, saddle, rod and clamp		2.00	Ea.	$21.98	$154.22	$0.00	$352.40	
220529104430	Pipe hanger / support, U-bolt, standard, 3/4" pipe size, type number 42 per MSS-SP58, includes nuts		152.00	Ea.	$2.29	$3.35	$0.00	$857.28	
220529104450	Pipe hanger / support, U-bolt, standard, 1" pipe size, type number 42 per MSS-SP58, includes nuts		12.00	Ea.	$2.38	$3.55	$0.00	$71.16	
220529104460	Pipe hanger / support, U-bolt, standard, 1-1/4" pipe size, type number 42 per MSS-SP58, includes nuts		740.00	Ea.	$2.44	$4.04	$0.00	$4,795.20	
220529109048	Pipe / duct, hanger / support, flange clip, hammer-on style, 200 lb. capacity, for 1/8"-1/4" flange thickness, wire cable support system		8.00	Ea.	$2.20	$0.99	$0.00	$25.52	
220553100114	Piping system identification labels, pipe markers, indicate contents and flow direction, plastic snap around, 1/2" pipe		12.00	Ea.	$4.52	$4.01	$0.00	$102.36	
220553100116	Piping system identification labels, pipe markers, indicate contents and flow direction, plastic snap around, 3/4" pipe		12.00	Ea.	$4.52	$5.09	$0.00	$115.32	
220553100118	Piping system identification labels, pipe markers, indicate contents and flow direction, plastic snap around, 1" pipe		12.00	Ea.	$4.52	$4.97	$0.00	$113.88	
220553100120	Piping system identification labels, pipe markers, indicate contents and flow direction, plastic snap around, 2" pipe		12.00	Ea.	$4.84	$6.15	$0.00	$131.88	
220553102200	Piping system identification labels, valve tags, numbered plus identifying legend, plastic, 1-1/2" diam.		12.00	Ea.	$9.04	$3.96	$0.00	$156.00	
220719108456	Insulation, pipe covering (price copper tube one size less than I.P.S.), rubber insulation tape, 1/8" x 2" x 30'		142.00	Ea.	$0.00	$25.20	$0.00	$3,578.40	
221113231200	Pipe, copper, tubing, solder, 1" diameter, type K, includes coupling & clevis hanger assembly 10' OC		183.00	L.F.	$5.44	$7.67	$0.00	$2,399.13	
221113250100	Elbow, 90 Deg., copper, wrought, copper x copper, 1/2"		16.00	Ea.	$18.04	$2.96	$0.00	$336.00	
221113250120	Elbow, 90 Deg., copper, wrought, copper x copper, 3/4"		8.00	Ea.	$18.97	$6.51	$0.00	$203.84	
221113250130	Elbow, 90 Deg., copper, wrought, copper x copper, 1"		8.00	Ea.	$22.39	$16.03	$0.00	$307.36	
221113250140	Elbow, 90 Deg., copper, wrought, copper x copper, 1-1/4"		2.00	Ea.	$23.95	$23.55	$0.00	$95.00	
221113250500	Tee, copper, wrought, copper x copper, 3/4"		4.00	Ea.	$29.86	$11.97	$0.00	$167.32	

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221113250510	Tee, copper, wrought, copper x copper, 1"		6.00	Ea.	$35.77	$14.08	$0.00	$299.10	
221113250520	Tee, copper, wrought, copper x copper, 1-1/4"		1.00	Ea.	$39.81	$49.60	$0.00	$89.41	
221113250616	Tee, copper, wrought, copper x copper, reducing on the outlet, 3/4"		4.00	Ea.	$29.86	$18.49	$0.00	$193.40	
221113250910	Union, copper, cast, copper x copper, 1"		3.00	Ea.	$23.95	$126.25	$0.00	$450.60	
230505100254	Air filter, up thru 16,000 CFM, selective demolition		3.00	Ea.	$31.71	$0.00	$0.00	$95.13	
230505101570	Ductwork, metal; steel and stainless steel, fabricated, selective demolition		1,320.00	Lb.	$0.63	$0.00	$0.00	$831.60	
230505101590	Ductwork, spiral wound, prefabricated, selective demolition		32.00	L.F.	$1.59	$0.00	$0.00	$50.88	
230505101630	Diffusers, registers or grills, up thru 20" max dimension, selective demolition		2.00	Ea.	$7.03	$0.00	$0.00	$14.06	
230505102120	Fans, up thru 1 HP or 2,000 CFM, selective demolition		1.00	Ea.	$79.13	$0.00	$0.00	$79.13	
230505102150	Fan coil air conditioner, chilled water, up thru 7-1/2 ton, selective demolition		1.00	Ea.	$46.79	$0.00	$0.00	$46.79	
230505109000	HVAC, selective demolition, minimum labor/equipment charge		1.00	Job	$339.12	$0.00	$0.00	$339.12	
230523201320	Valves, brass, ball, combination valves, shut-off and union, solder, w/ strainer, drain and PTport, 1/2"		12.00	Ea.	$21.35	$118.94	$0.00	$1,683.48	
230523201330	Valves, brass, ball, combination valves, shut-off and union, solder, w/ strainer, drain and PTport, 3/4"		6.00	Ea.	$22.92	$130.03	$0.00	$917.70	
230523201340	Valves, brass, ball, combination valves, shut-off and union, solder, w/ strainer, drain and PTport, 1"		8.00	Ea.	$26.06	$175.39	$0.00	$1,611.60	
230523201350	Valves, brass, ball, combination valves, shut-off and union, solder, w/ strainer, drain and PTport, 1-1/4"		4.00	Ea.	$30.46	$225.79	$0.00	$1,025.00	
230593101400	Balancing, air, heating and ventilating equipment, roof exhaust fan, (Subcontractor's quote including material & labor)		25.00	Ea.	$0.00	$0.00	$0.00	$6,097.00	
230593102000	Balancing, air conditioning equipment, central station, (Subcontractor's quote including material & labor)		4.00	Ea.	$0.00	$0.00	$0.00	$3,170.44	
230593103000	Balancing, air conditioning equipment, supply, return, exhaust, registers and diffusers, average ceiling height, (Subcontractor's quote including material & labor)		25.00	Ea.	$0.00	$0.00	$0.00	$1,829.00	
230593200050	Balancing, water, air cooled condenser, (Subcontractor's quote including material & labor)		2.00	Ea.	$0.00	$0.00	$0.00	$445.96	
230593201000	Balancing, water, pumps, (Subcontractor's quote including material & labor)		2.00	Ea.	$0.00	$0.00	$0.00	$557.44	

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
230593500140	Pipe testing, nondestructive hydraulic pressure test, isolate, 1 hour hold, 1" to 4" pipe, 0-250 LF		2.00	Ea.	$273.18	$0.00	$0.00	$546.36	
230713103110	Duct thermal insulation, blanket type, fiberglass, flexible, fire rated for plenums, 1/2"thick x 24" x 25', per S.F.		825.00	S.F.	$6.03	$0.10	$0.00	$5,057.25	
230923100120	Control components/DDC system		6.00	Ea.	$0.00	$0.00	$0.00	$2,430.12	
230923100130	Control components/DDC system, analog inputs, sensors (average 50' run in 1/2" EMT), space temperature		3.00	Ea.	$0.00	$0.00	$0.00	$1,737.66	
230923102160	Control components/DDC system, subcontractor's quote incl. material & labor, status (alarms), digital inputs (average 50' run in 1/2" EMT), duct high temperature thermostat		3.00	Ea.	$0.00	$0.00	$0.00	$1,489.41	
230923102210	Control components/DDC system, status (alarms), digital output (average 50' run in 1/2" EMT), start/stop		3.00	Ea.	$0.00	$0.00	$0.00	$888.42	
233113130110	Metal ductwork, fabricated rectangular, 100 to 500 lb., aluminum alloy 3003-H14, incl fittings, joints, supports & allow for a flexible connections field sketches, excludes as-built drawings and insulation		500.00	Lb.	$11.85	$1.92	$0.00	$6,885.00	
233113130500	Metal ductwork, fabricated rectangular, galvanized steel, under 200 lb., incl fittings, joints, supports & allow for a flexible connections field sketches, excludes as-built drawings and insulation		1,000.00	Lb.	$4.04	$0.67	$0.00	$4,710.00	
233113165430	Metal ductwork, spiral preformed, steel, galvanized, straight lengths, max. 10" SPWG, 8" diameter, 26 ga.		28.00	L.F.	$3.05	$6.55	$0.00	$268.80	
233113165440	Metal ductwork, spiral preformed, steel, galvanized, straight lengths, max. 10" SPWG, 10" diameter, 26 ga.		46.00	L.F.	$3.80	$8.15	$0.00	$549.70	
233113165450	Metal ductwork, spiral preformed, steel, galvanized, straight lengths, max. 10" SPWG, 12" diameter, 26 ga.		46.00	L.F.	$5.07	$9.80	$0.00	$684.02	
233113165460	Metal ductwork, spiral preformed, steel, galvanized, straight lengths, max. 10" SPWG, 14" diameter, 26 ga.		46.00	L.F.	$7.63	$11.15	$0.00	$863.88	
233113165840	Metal ductwork, spiral preformed, steel, galvanized, connector, max. 10" S.P.W.G., 8" diameter		12.00	Ea.	$7.81	$25.50	$0.00	$399.72	
233113165860	Metal ductwork, spiral preformed, steel, galvanized, connector, max. 10" S.P.W.G., 10" diameter		12.00	Ea.	$8.71	$25.50	$0.00	$410.52	
233113165880	Metal ductwork, spiral preformed, steel, galvanized, connector, max. 10" S.P.W.G., 12" diameter		12.00	Ea.	$12.06	$25.50	$0.00	$450.72	
233113165900	Metal ductwork, spiral preformed, steel, galvanized, connector, max. 10" S.P.W.G., 14" diameter		8.00	Ea.	$13.87	$27.00	$0.00	$326.96	
233113166340	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 45 Deg., 8" diameter		8.00	Ea.	$21.71	$37.50	$0.00	$473.68	

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233113166360	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 45 Deg., 10" diameter		4.00	Ea.	$33.77	$43.50	$0.00	$309.08	
233113166380	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 45 Deg., 12" diameter		4.00	Ea.	$46.73	$63.00	$0.00	$438.92	
233113166400	Metal ductwork, spiral preformed, steel, galvanized, elbow, max. 10" S.P.W.G., 45 Deg., 14" diameter		4.00	Ea.	$55.48	$91.50	$0.00	$587.92	
233113166900	Metal ductwork, spiral preformed, steel, galvanized, reducing coupling, max. 10" S.P.W.G., 16" x 14"		3.00	Ea.	$33.77	$139.00	$0.00	$518.31	
233113192000	Duct accessories, fabrics for flexible connections, with metal edge		1,000.00	L.F.	$3.38	$5.20	$0.00	$8,580.00	
233113192000	Duct accessories, fabrics for flexible connections, with metal edge		500.00	L.F.	$3.38	$5.20	$0.00	$4,290.00	
233313135996	Duct accessories, multi-blade dampers, opposed blade, 10" x 10"		15.00	Ea.	$15.98	$133.00	$0.00	$2,234.70	
233313136031	Duct accessories, multi-blade dampers, opposed blade, 14" x 14"		15.00	Ea.	$19.90	$158.00	$0.00	$2,668.50	
233333131080	Duct accessories, duct access door, insulated, 24" x 24"		3.00	Ea.	$42.21	$124.00	$0.00	$498.63	
233346101520	Ductwork, flexible coated fiberglass fabric on corrosion resistant metal helix, non-insulated, 4" diameter, pressure to 12"(WG) UL-181		200.00	L.F.	$1.69	$2.72	$0.00	$882.00	
233346101600	Ductwork, flexible coated fiberglass fabric on corrosion resistant metal helix, non-insulated, 8" diameter, pressure to 12"(WG) UL-181		100.00	L.F.	$3.05	$4.87	$0.00	$792.00	
233346101640	Ductwork, flexible coated fiberglass fabric on corrosion resistant metal helix, non-insulated, 10" diameter, pressure to 12"(WG) UL-181		100.00	L.F.	$3.80	$6.00	$0.00	$980.00	
233346101800	Ductwork, flexible coated fiberglass fabric on corrosion resistant metal helix, non-insulated, pressure to 12"(WG) UL-181, for plastic cable tie, add		100.00	Ea.	$0.00	$0.53	$0.00	$53.00	
233353103344	Insulation, ductwork, board type, fiberglass liner, FSK, 1-1/2 lb. density, 1" thick		1,000.00	S.F.	$3.77	$1.38	$0.00	$5,150.00	
233616105520	Duct accessories, mixing box, variable air volume, cool only, pneumatic pressure independent, 800 to 1,600 CFM, includes electric or pneumatic motor		10.00	Ea.	$67.54	$1,050.00	$0.00	$11,175.40	
233616105880	Duct accessories, mixing box, variable air volume, with hot water coils, fan powered, damper, actuator and thermostat, 2,000 CFM		3.00	Ea.	$174.27	$3,550.00	$0.00	$11,172.81	

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
233616105880	Duct accessories, mixing box, variable air volume, with hot water coils, fan powered, damper, actuator and thermostat, 2,000 CFM		4.00	Ea.	$174.27	$3,550.00	$0.00	$14,897.08	
233713100240	Diffuser, aluminum, ceiling, also for sidewall, 12" wide, includes opposed blade damper		100.00	L.F.	$18.69	$60.00	$0.00	$7,869.00	
233713100620	Diffuser, aluminum, ceiling, perforated, 24" x 24" lay-in panel size, 24" x 24", includes opposed blade damper		47.00	Ea.	$37.69	$350.00	$0.00	$18,221.43	
233713101180	Diffuser, aluminum, ceiling, rectangular, 1 to 4 way blow, 24" x 24", includes opposed blade damper		20.00	Ea.	$48.24	$355.00	$0.00	$8,064.80	
233713605280	Register, air return, ceiling or wall, fixed face blades, anodized aluminum, 45 Deg., 24" x 24", includes adjustable opposed blade damper		10.00	Ea.	$30.75	$165.00	$0.00	$1,957.50	
236416100278	Water chiller, centrifugal liquid chiller, packaged unit, water cooled, 200 ton, includes standard controls, excludes water tower		1.00	Ea.	$7,175.70	$145,000.00	$0.00	$152,175.70	
238219101000	Fan coil A.C., direct expansion for use w/air cooled condensing unit, 5 ton cooling, includes filters and controls		1.00	Ea.	$211.05	$1,425.00	$0.00	$1,636.05	
260505100120	Conduit, rigid galvanized steel, 1-1/4" to 2" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers		500.00	L.F.	$1.57	$0.00	$0.00	$785.00	
260505100200	Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers		3,500.00	L.F.	$0.80	$0.00	$0.00	$2,800.00	
260505100220	Conduit, electric metallic tubing (EMT), 1-1/4" to 1-1/2" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers		3,500.00	L.F.	$0.96	$0.00	$0.00	$3,360.00	
260505100240	Conduit, electric metallic tubing (EMT), 2" to 3" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers		1,025.00	L.F.	$1.33	$0.00	$0.00	$1,363.25	
260505100310	Armored cable, (BX), #12, 3 wire, average 50' runs, electrical demolition, remove		100.00	L.F.	$0.61	$0.00	$0.00	$61.00	
260505100380	Non metallic sheathed cable, (Romex), #12, 2 wire, electrical demolition, remove		500.00	L.F.	$0.50	$0.00	$0.00	$250.00	
260505101640	Pull boxes & cabinets, sheet metal, 6" x 6" x 4", electrical demolition, remove, including removal of supports and terminations		13.00	Ea.	$10.09	$0.00	$0.00	$131.17	
260505101780	Receptacle & switch plates, electrical demolition, remove		25.00	Ea.	$1.22	$0.00	$0.00	$30.50	
260505101790	Receptacle & switches, 15 to 30 amp, electrical demolition, remove		25.00	Ea.	$2.33	$0.00	$0.00	$58.25	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260505101850	Wire, THW-THWN-THHN, #10, electrical demolition, removed from in place conduit, to 10' high		125.00	C.L.F.	$6.91	$0.00	$0.00	$863.75	
260505101860	Wire, THW-THWN-THHN, #8, electrical demolition, removed from in place conduit, to 10' high		125.00	C.L.F.	$7.78	$0.00	$0.00	$972.50	
260505102140	Fluorescent fixtures, interior, 4 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips		35.00	Ea.	$20.99	$0.00	$0.00	$734.65	
260505102480	Incandescent fixtures, interior, metal cylinder type, 75 Watt, electrical demolition, remove, surface, ceiling, or wall mount, to 10' high		25.00	Ea.	$10.14	$0.00	$0.00	$253.50	
260505251000	Motors, 230/460 V, 60 Hz, 3/4 HP, electrical demolition, remove		8.00	Ea.	$29.44	$0.00	$0.00	$235.52	
260505505310	Exit light, electrical demolition, remove		16.00	Ea.	$13.12	$0.00	$0.00	$209.92	
260519253000	Cable connectors, PVC jacket, 600 volt, #1-3 wire, #2-4 wire		12.00	Ea.	$26.24	$20.14	$0.00	$556.56	
260519350045	Wire connector, screw type, insulated, #12 to #6		1,000.00	Ea.	$1.74	$0.58	$0.00	$2,320.00	
260519900030	Wire, copper solid, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray		1,500.00	C.L.F.	$28.57	$16.35	$0.00	$67,380.00	
260519901250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray		50.00	C.L.F.	$31.48	$29.73	$0.00	$3,060.50	
260519901300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray		50.00	C.L.F.	$39.35	$60.42	$0.00	$4,988.50	
260523100100	Control cable, copper, THHN wire with PVC jacket, 600 V, 4 wires, #14		50.00	C.L.F.	$44.89	$131.38	$0.00	$8,813.50	
260526800250	Ground clamp, bronze, 3/4" diameter		50.00	Ea.	$9.82	$4.09	$0.00	$695.50	
260526800340	Ground wire, copper wire, bare solid, #10		50.00	C.L.F.	$26.24	$32.61	$0.00	$2,942.50	
260529200800	Strap, steel, 2 holes, EMT, 3/4" diameter		50.00	Ea.	$0.71	$0.24	$0.00	$47.50	
260529200850	Strap, steel, 2 holes, EMT, 1" diameter		50.00	Ea.	$0.79	$0.30	$0.00	$54.50	
260529200900	Strap, steel, 2 holes, EMT, 1-1/4" diameter		50.00	Ea.	$0.89	$0.44	$0.00	$66.50	
260529200950	Strap, steel, 2 holes, EMT, 1-1/2" diameter		50.00	Ea.	$0.98	$0.43	$0.00	$70.50	
260529207820	Conduit hangers, steel, 1/2" diameter, incl bolt & 12" rod		50.00	Ea.	$2.09	$11.80	$0.00	$694.50	
260529207830	Conduit hangers, steel, 3/4" diameter, incl bolt & 12" rod		50.00	Ea.	$2.17	$11.08	$0.00	$662.50	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260529207840	Conduit hangers, steel, 1" diameter, incl bolt & 12" rod		50.00	Ea.	$2.33	$12.08	$0.00	$720.50	
260529207860	Conduit hangers, steel, 1-1/2" diameter, incl bolt & 12" rod		50.00	Ea.	$2.86	$13.33	$0.00	$809.50	
260529207870	Conduit hangers, steel, 2" diameter, incl bolt & 12" rod		50.00	Ea.	$3.15	$18.46	$0.00	$1,080.50	
260533134150	Rigid galvanized steel plastic coated conduit, 40 mil thick, 3/4" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		500.00	L.F.	$4.49	$15.20	$0.00	$9,845.00	
260533134170	Rigid galvanized steel plastic coated conduit, 40 mil thick, 1" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		500.00	L.F.	$5.71	$18.36	$0.00	$12,035.00	
260533135000	Electric metallic tubing (EMT), 1/2" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF		50.00	L.F.	$1.85	$1.20	$0.00	$152.50	
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF		50.00	L.F.	$2.41	$1.86	$0.00	$213.50	
260533135040	Electric metallic tubing (EMT), 1" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		50.00	L.F.	$2.73	$3.15	$0.00	$294.00	
260533135060	Electric metallic tubing (EMT), 1-1/4" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		50.00	L.F.	$3.15	$5.18	$0.00	$416.50	
260533135080	Electric metallic tubing (EMT), 1-1/2" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		50.00	L.F.	$3.50	$6.47	$0.00	$498.50	
260533135080	Electric metallic tubing (EMT), 1-1/2" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF		50.00	L.F.	$3.50	$6.47	$0.00	$498.50	
260533135220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter		50.00	Ea.	$3.94	$0.00	$0.00	$197.00	
260533135240	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 1" diameter		50.00	Ea.	$4.31	$0.00	$0.00	$215.50	
260533135280	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 1-1/2" diameter		50.00	Ea.	$8.72	$0.00	$0.00	$436.00	
260533135300	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 2" diameter		50.00	Ea.	$11.95	$0.00	$0.00	$597.50	
260533135340	EMT offsets, 3/4" diameter, to 15' H		50.00	Ea.	$5.07	$0.00	$0.00	$253.50	
260533135360	EMT offsets, 1" diameter, to 15' H		50.00	Ea.	$5.92	$0.00	$0.00	$296.00	

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260533135400	EMT offsets, 1-1/2" diameter, to 15' H		50.00	Ea.	$11.22	$0.00	$0.00	$561.00	
260533136200	EMT couplings, set screw, steel, 1/2" diameter, to 15' H		50.00	Ea.	$1.34	$1.64	$0.00	$149.00	
260533136220	EMT couplings, set screw, steel, 3/4" diameter, to 15' H		50.00	Ea.	$1.67	$2.48	$0.00	$207.50	
260533136240	EMT couplings, set screw, steel, 1" diameter, to 15' H		50.00	Ea.	$2.00	$4.14	$0.00	$307.00	
260533136280	EMT couplings, set screw, steel, 1-1/2" diameter, to 15' H		50.00	Ea.	$3.35	$12.04	$0.00	$769.50	
260533136300	EMT couplings, set screw, steel, 2" diameter, to 15' H		50.00	Ea.	$4.02	$16.16	$0.00	$1,009.00	
260533136500	EMT boxes connectors, set screw, steel, 1/2" diameter, to 15' H		50.00	Ea.	$2.62	$1.21	$0.00	$191.50	
260533136740	EMT boxes connectors, insulated, set screw, 1/2" diameter, to 15' H		50.00	Ea.	$2.62	$1.66	$0.00	$214.00	
260533136760	EMT boxes connectors, insulated, set screw, 3/4" diameter, to 15' H		50.00	Ea.	$2.86	$2.64	$0.00	$275.00	
260533136780	EMT boxes connectors, insulated, set screw, 1" diameter, to 15' H		50.00	Ea.	$3.50	$4.84	$0.00	$417.00	
260533136820	EMT boxes connectors, insulated, set screw, 1-1/2" diameter, to 15' H		50.00	Ea.	$5.25	$12.42	$0.00	$883.50	
260533136840	EMT boxes connectors, insulated, set screw, 2" diameter, to 15' H		50.00	Ea.	$6.30	$18.03	$0.00	$1,216.50	
260533137020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H		50.00	Ea.	$5.25	$7.86	$0.00	$655.50	
260533137040	EMT to conduit adapters, (compression), 1" diameter, to 15' H		50.00	Ea.	$6.30	$12.13	$0.00	$921.50	
260533137060	EMT to conduit adapters, (compression), 1-1/4" diameter, to 15' H		50.00	Ea.	$7.84	$18.80	$0.00	$1,332.00	
260533137080	EMT to conduit adapters, (compression), 1-1/2" diameter, to 15' H		50.00	Ea.	$10.46	$23.98	$0.00	$1,722.00	
260533137100	EMT to conduit adapters, (compression), 2" diameter, to 15' H		50.00	Ea.	$12.53	$34.52	$0.00	$2,352.50	
260533138320	EMT 1 hole clips, 3/4" diameter, to 15' H		50.00	Ea.	$0.67	$0.44	$0.00	$55.50	
260533138340	EMT 1 hole clips, 1" diameter, to 15' H		50.00	Ea.	$0.71	$0.81	$0.00	$76.00	
260533138510	EMT clamp back spacers, 3/4" diameter, to 15' H		50.00	Ea.	$0.67	$1.81	$0.00	$124.00	
260533138520	EMT clamp back spacers, 1" diameter, to 15' H		50.00	Ea.	$0.71	$3.37	$0.00	$204.00	
260533160370	Outlet boxes, pressed steel, 4-11/16" square, 2-1/8" deep, 3/4" to 1-1/4" KO		50.00	Ea.	$15.74	$8.44	$0.00	$1,209.00	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260533160450	Outlet boxes, pressed steel, covers, blank, 4-11/16" square		50.00	Ea.	$5.92	$2.53	$0.00	$422.50	
260533160940	Outlet boxes, pressed steel, bar hanger, for wood and masonry boxes, incl 3/8" stud		50.00	Ea.	$5.92	$6.47	$0.00	$619.50	
260533170300	Outlet boxes, plastic, plaster ring, 4" square		50.00	Ea.	$4.90	$2.04	$0.00	$347.00	
260533182150	Pull boxes, steel, type SC, raintight & weatherproof, 6" L x 6" W x 6" D, NEMA 3R		25.00	Ea.	$31.48	$23.98	$0.00	$1,386.50	
260533251830	Conduit fittings for rigid galvanized steel, grounding bushing, insulated, 1-1/2" diameter		100.00	Ea.	$19.53	$29.73	$0.00	$4,926.00	
260533251850	Conduit fittings for rigid galvanized steel, grounding bushing, insulated, 2" diameter		100.00	Ea.	$24.19	$38.36	$0.00	$6,255.00	
260533254900	Conduit fittings for rigid galvanized steel, through-wall seal, 2" diameter		10.00	Ea.	$74.62	$546.63	$0.00	$6,212.50	
260533350750	Flexible metallic conduit, steel, connectors, plain, 90 Deg., 1" diameter		100.00	Ea.	$7.84	$21.58	$0.00	$2,942.00	
260533351090	Flexible metallic conduit, sealtite, 3/4" diameter		70.00	L.F.	$3.15	$1.94	$0.00	$356.30	
260533351700	Flexible metallic conduit, sealtite, connectors, plain, 3/4" diameter		65.00	Ea.	$6.30	$6.67	$0.00	$843.05	
260533953040	Knockouts, metal boxes & enclosures, with hole saw, 3/4" pipe size, to 8' high		100.00	Ea.	$6.68	$0.00	$0.00	$668.00	
260923100120	Lighting devices, occupancy sensors, dual technology, ceiling mounted		10.00	Ea.	$48.39	$106.45	$0.00	$1,548.40	
260923100660	Lighting devices, daylight level sensor, wall mounted, on/off or dimming, up to 50 ballasts		10.00	Ea.	$39.35	$129.47	$0.00	$1,688.20	
262416200100	Circuit breakers, bolt-on, 10 k A I.C., 1 pole, 120 volt, 15-50 amp		25.00	Ea.	$31.48	$23.98	$0.00	$1,386.50	
262726202470	Duplex receptacle, grounded, 120 volt, 20 amp		100.00	Ea.	$11.63	$12.37	$0.00	$2,400.00	
262726202482	Duplex receptacle, ground fault interrupting, 20 amp		100.00	Ea.	$11.63	$36.92	$0.00	$4,855.00	
262726203640	Receptacle, 3 pole, 20 amp, 125/250 volt, NEMA 10		100.00	Ea.	$11.63	$29.25	$0.00	$4,088.00	
262726204920	Receptacle cover plate, stainless steel, NEMA 5 & 6		100.00	Ea.	$3.94	$1.47	$0.00	$541.00	
265113100300	Fixture hangers, box hanger with mounting strap		150.00	Ea.	$39.35	$12.80	$0.00	$7,822.50	
265113507690	Emergency ballast, material only, interior, factory installed in fixture		20.00	Ea.	$0.00	$119.88	$0.00	$2,397.60	
265113550120	Interior LED fixtures, downlight, recess mounted, 36 watt, 10" diameter, incl lamps, mounting hardware and connections		65.00	Ea.	$39.35	$359.63	$0.00	$25,933.70	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
265113551010	Interior LED fixtures, troffer, recess mounted, 4,800 lumens, 2' x 4', replaces three T8 lamp, incl lamps, mounting hardware and connections		65.00	Ea.	$62.96	$154.40	$0.00	$14,128.40	
265113551020	Interior LED fixtures, troffer, recess mounted, 6,400 lumens, 2' x 4', replaces four T8 lamp, incl lamps, mounting hardware and connections		95.00	Ea.	$67.05	$188.92	$0.00	$24,317.15	
266113300360	Fixture whips, 3/8" greenfield, 2 connectors, THHN wire, three #12, 6' long		75.00	Ea.	$9.82	$11.80	$0.00	$1,621.50	
271513137316	Unshielded twisted pair (UTP) jack, RJ45, category 6		1,000.00	Ea.	$4.84	$4.52	$0.00	$9,360.00	
271543130300	Data outlets, single opening, excl voice/data devices		80.00	Ea.	$6.56	$7.91	$0.00	$1,157.60	
280505101060	Video camera, electrical demolition, remove		100.00	Ea.	$56.50	$0.00	$0.00	$5,650.00	
284611275240	Detection system, smoke detector, addressable type, excl. wires & conduit		45.00	Ea.	$75.33	$234.01	$0.00	$13,920.30	
284611275240	Detection system, smoke detector, addressable type, excl. wires & conduit		50.00	Ea.	$75.33	$234.01	$0.00	$15,467.00	
285211101000	Detention control systems, desk top control systems for 10 doors, 10 intercoms, and 10 lights		1.00	Ea.	$3,013.20	$66,028.00	$0.00	$69,041.20	
412123164000	Conveyors, material handling, monorail, overhead, manual, channel type, trolleys for, 2 wheel, 125 lb capacity		410.00	Ea.	$0.00	$88.85	$0.00	$36,428.50	
								$2,346,451.34	
								SubTotal (ExtendedTotal)	$2,346,451.34
								Coefficient (Omnia JOC Standard Hour 35% on Extended Total)	$821,257.97
								Grand Total	$3,167,709.31

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1091937

Date Filed:
11/07/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
J. T. Vaughn Construction LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Contract Number R200107
Construction Services for Jail Magistrate Court, Elevator and Chiller Additions Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Danny Thompson, and my date of birth is [redacted].

My address is 10355 Westpark Drive (street), Houston (city), TX (state), 77042 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 7th day of November (month) 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1093992

Date Filed:
11/13/2023

Date Acknowledged:
11/14/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

G2 Construction Services, Inc.
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

211001
Sheriff's Office Lighting Upgrades

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gibson, Jyl	Georgetown, TX United States	X	
Gibson, Jimmy	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **47.**

Meeting Date: 12/12/2023

Advance Funding Agreement for HSIP Amendment #1

Submitted For: Terron Evertson **Submitted By:** Jenifer Favreau, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Amendment #1 to a TxDOT Highway Safety Improvement Program Advance Funding Agreement for improvements to Chandler Road from SH 130 to Old CR 366 and Ronald Reagan Boulevard at CR 234.

Background

The Commissioners Court previously approved the Advance Funding Agreement at its December 7, 2021 session. The Texas Department of Transportation is now requiring an amendment to the Advance Funding Agreement to be approved and executed due to a reduction in the County's share of the costs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HSIP Amendment 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 08:58 AM
Form Started By: Jenifer Favreau		Started On: 12/06/2023 02:24 PM
Final Approval Date: 12/07/2023		

DocuSign Envelope ID: 0212350C-2C9C-43C2-AB90-6DE15455C20C

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-214	AFA ID	Z00008607		CFDA No.	20.205
AFA CSJs	0914-05-213, and 0914-05-214				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.				*AFA Not Used For Research & Development*	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **12/20/2021** to effectuate their agreement to installation of profile edge line markings and profile center line markings on Chandler Road from SH 130 to Old CR 366, and on Ronald Reagan Blvd. at CR 234 the design and installation of intersection flashing beacon and advance warning signals in Williamson County, Texas; and,

WHEREAS, it has become necessary to amend that contract in order to **administer 100% Highway Safety Improvement Program for the CSJ#0914-05-214**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

The parties agree that the Agreement is amended as follows:
Attachment C Project Budget, is deleted in its entirety and replaced with Attachment C-**1**, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project amount did not change, only the Federal participation is changed from 90% to 100% for CSJ#0914-05-214.

All other provisions of the original contract are unchanged and remain in full force and effect.

DocuSign Envelope ID: 0212350C-2C9C-43C2-AB90-6DE15455C20C

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-214	AFA ID	Z00008607		CFDA No.	20.205
AFA CSJs	0914-05-213, and 0914-05-214				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.				*AFA Not Used For Research & Development*	

Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Bill Gravell, Jr. Typed or Printed Name
Director of Contract Services Typed or Printed Title	County Judge Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-214	AFA ID	Z00008607		CFDA No.	20.205
AFA CSJs	0914-05-213, and 0914-05-214				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.				*AFA Not Used For Research & Development*	

ATTACHMENT C-1
PROJECT BUDGET

Construction costs will be allocated based on 100% Federal funding until the Federal funding reaches the maximum obligated amount of $155,628. With the exception of indirect state costs, the Local Government is responsible for all engineering and other costs, including 100% of any overruns

Description CSJ#0914-05-213	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$30,000	0%	$0	0%	$0	100%	$30,000
Construction (by State)	$155,628	100%	$155,628	0%	$0	0%	$0
Subtotal	$185,628		$155,628		$0		$30,000
Environmental Direct State Costs	$928	0%	$0	0%	$0	100%	$928
Right of Way Direct State Costs	$232	0%	$0	0%	$0	100%	$232
Engineering Direct State Costs	$1,392	0%	$0	0%	$0	100%	$1,392
Utility Direct State Costs	$232	0%	$0	0%	$0	100%	$232
Construction Direct State Costs	$6,497	0%	$0	0%	$0	100%	$6,497
Indirect State Costs 4.77%	$8,854	0%	$0	100%	$8,854	0%	$0
TOTAL	$203,764		$155,628		$8,854		$39,281

Initial payment by the Local Government to the State: $2,784
Payment by the Local Government to the State before construction: $6,497
Estimated total payment by the Local Government to the State $9,281
The total amount of Federal participation shall not exceed the amount appearing above. This is an estimate.The final amount of Local Government participation will be based on actual costs.This project has been let in April 2023.

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-214	AFA ID	Z00008607		CFDA No.	20.205
AFA CSJs	0914-05-213, and 0914-05-214				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Chandler Rd - SH 130 to Old CR 366, and Ronald Reagan Blvd. at CR 234.				*AFA Not Used For Research & Development*	

Construction costs will be allocated based on 100% Federal funding, until the Federal funding reaches the maximum obligated amount of $59,193. With the exception of indirect state costs, the Local Government is responsible for all engineering and other costs, including 100% of any overruns

Description CSJ#0914-05-214.	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$40,000	0%	$0	0%	$0	100%	$40,000
Construction (by State)	$59,193	100%	$59,193	0%	$0	0%	$0
Subtotal	$99,193		$59,193		$0		$40,000
Environmental Direct State Costs	$496	0%	$0	0%	$0	100%	$496
Right of Way Direct State Costs	$124	0%	$0	0%	$0	100%	$124
Engineering Direct State Costs	$744	0%	$0	0%	$0	100%	$744
Utility Direct State Costs	$124	0%	$0	0%	$0	100%	$124
Construction Direct State Costs	$3,472	0%	$0	0%	$0	100%	$3,472
Indirect State Costs 4.77%	$4,732	0%	$0	100%	$4,732	0%	$0
TOTAL	$108,884		$59,193		$4,732		$44,960
GRAND TOTAL	**$312,648**		**$214,821**		**$13,586**		**$84,241**

Initial payment by the Local Government to the State: $1,488
Payment by the Local Government to the State before construction: $3,472.
Estimated total payment by the Local Government to the State $4,960
The total amount of Federal participation shall not exceed the amount appearing above.
This is an estimate. The final amount of Local Government participation will be based on actual costs.

DocuSign

Certificate Of Completion

Envelope Id: 0212350C2C9C43C2AB906DE15455C20C
Status: Declined
Subject: Please DocuSign AFAID Z00008607 Amendment #1 with County of Williamson
Source Envelope:
Document Pages: 8
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Bryan Watson
125 E. 11th Street
Austin, TX 78701
Bryan.Watson@txdot.gov
IP Address: 209.112.106.2

Record Tracking

Status: Original
11/17/2023 10:48:05 AM
Holder: Bryan Watson
Bryan.Watson@txdot.gov
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Texas Department of Transportation
Location: DocuSign

Signer Events	Signature	Timestamp
Bill Gravell, Jr. bgravell@wilco.org Bill Gravell Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 5/15/2019 4:00:17 PM ID: f551bc19-4d57-4cef-ac78-a9e05fbfcd9b	Declined Decline Reason: We cannot see where this has been approved by the Commissioners Court. Could you please provide more information? Thank you.	Sent: 11/17/2023 10:50:39 AM Viewed: 11/17/2023 1:17:04 PM Declined: 11/21/2023 3:31:25 PM
Kenneth Stewart kenneth.stewart@txdot.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Samuel Himawan samuel.himawan@txdot.gov Contract Administrator Texas Department of Transportation Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/17/2023 10:50:38 AM

Carbon Copy Events	Status	Timestamp
Andrea "Andi" Schiele aschiele@wilco.org Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/17/2023 10:50:39 AM Viewed: 11/17/2023 1:02:09 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2023 10:50:38 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

Commissioners Court - Regular Session **48.**

Meeting Date: 12/12/2023

Award of IFB #24IFB14 Construction of County Road 332 Realignment to Chasco Constructors 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 #24IFB14 for Construction of County Road 332 Realignment to the lowest and best bidder, Chasco Constructors, for the amount of $2,545,345.00 and authorizing the execution of the agreement. The funding source is P366.

Background

Williamson County sent out over 5,000 notifications with 88 document takers and received 9 bids. The bids have been reviewed and the apparent low bidder, Chasco Constructors, was found to be responsive and materially balanced. Their lowest bid of $2,545,345.00 was 25.5% below the Engineers' estimate. The bidding was competitive with the lowest two bidders being within 2.7% of each other. In addition to meeting the bid qualifications subject to being the low bidder, Chasco Constructors 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 IFB #24IFB14 Construction of County Road 332 Realignment contract to Chasco Constructors for the amount of $2,545,345.00. Funding source is P366. Point of Contact is Whit Friend.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Agreement

Bid Tabulation

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/07/2023 09:24 AM
County Judge Exec Asst.	Becky Pruitt	12/07/2023 10:10 AM
Form Started By: Gretchen Glenn		Started On: 12/06/2023 09:11 AM
Final Approval Date: 12/07/2023		

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

December 6, 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
CR 332 Realignment
Williamson County Project No. 24IFB14
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 (Chasco Constructors) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Chasco Constructors	$2,545,345.00
2.	Smith Contracting	$2,615,261.80
3.	Champion Site Prep, Inc.	$2,649,000.00
4.	Elizabeth Serrato's Vendor/ Austin Engineering Co Inc.	$2,650,593.05
5.	Gage and Cade Construction	$2,718,917.08
6.	Joe Bland Construction, L.P.	$2,764,494.00
7.	Cash Construction	$2,936,000.65
8.	Capital Excavation	$2,997,737.98
9.	Aaron Concrete Contractors, L.L.C.	$4,019,662.45

The lowest bidder was $869,741.81 lower than the Engineers Estimate, a cost savings of 25.5%. The bidding was competitive with the lowest two bidders being within 2.7% of each other and 67% of the bids being within 8.6% of the lowest bidder.

In addition to meeting the bid qualifications subject to being the low bidder, Chasco Constructors is currently the Contractor on Samsung Highway (CR 404 to FM 973 -Future County Road) project and has successfully completed past projects for Williamson County including Inner Loop Safety Improvements, CR 110 South, the Bartlett Cotrell Street project, and the Thrall S. Bounds Street project. 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, SLG, for award of the CR 332 Realignment construction contract to Chasco Constructors in the amount of $2,545,345.00.

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
Adam Boatright, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Christen Eschberger, HNTB Corporation

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 Chasco Constructors (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. **P366 - CR 332 Realignment**

Article 2. Engineer of Record

The Project has been designed by **Seiler Lankes Group**, 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 **240** 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 Two-Million, Five Hundred-Forty-Five Thousand, Three Hundred-Forty-Five Dollars and Zero Cents $2,545,345.00 (dollars)

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_____

Williamson County Road Bond Program
CR 332 Realignment
December 5, 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 (%)
Chasco Constructors	$ 2,545,345.00	1	($869,741.81)	-25.5%	$ -	0.0%
Smith Contracting	$ 2,615,261.80	2	($799,825.01)	-23.4%	$ 69,916.80	2.7%
Champion Site Prep, Inc.	$ 2,649,000.00	3	($766,086.81)	-22.4%	$ 103,655.00	4.1%
Elizabeth Serrato's Vendor / Austin Engineering Co Inc.	$ 2,650,593.05	4	($764,493.76)	-22.4%	$ 105,248.05	4.1%
Gage and Cade Construction	$ 2,718,917.08	5	($696,169.73)	-20.4%	$ 173,572.08	6.8%
Joe Bland Construction, L.P.	$ 2,764,494.00	6	($650,592.81)	-19.1%	$ 219,149.00	8.6%
Cash Construction	$ 2,936,000.65	7	($479,086.16)	-14.0%	$ 390,655.65	15.3%
Capital Excavation	$ 2,997,737.98	8	($417,348.83)	-12.2%	$ 452,392.98	17.8%
Aaron Concrete Contractors, L.L.C.	$ 4,019,662.45	9	$604,575.64	17.7%	$ 1,474,317.45	57.9%

Williamson County Road Bond Program

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Smith Contracting		Champion Site Prep, Inc.		Elizabeth Serrato's Vendor / Austin Engineering Co Inc.		Gage and Cade Construction		Joe Bland Construction, L.P.		Cash Construction		Capital Excavation		Aaron Concrete Contractors, L.L.C.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100-6002	PREPARING ROW	23	STA	$ 2,678.92	$ 61,615.16	$ 2,850.00	$ 65,550.00	$ 4,000.00	$ 92,000.00	$ 4,439.83	$ 102,116.09	$ 2,800.00	$ 64,400.00	$ 1,725.55	$ 39,687.65	$ 2,400.00	$ 55,200.00	$ 1,600.00	$ 36,800.00	$ 4,000.00	$ 92,000.00	$ 6,500.00	$ 149,500.00
2	0104-6021	REMOVING CONC (CURB)	300	LF	$ 59.84	$ 17,952.00	$ 8.50	$ 2,550.00	$ 10.00	$ 3,000.00	$ 10.52	$ 3,156.00	$ 6.00	$ 1,800.00	$ 16.90	$ 5,070.00	$ 9.00	$ 2,700.00	$ 9.50	$ 2,850.00	$ 19.45	$ 5,835.00	$ 10.00	$ 3,000.00
3	0105-6013	REMOVING STAB BASE & ASPH PAV (9")	2,944	SY	$ 12.00	$ 35,328.00	$ 10.00	$ 29,440.00	$ 6.00	$ 17,664.00	$ 6.42	$ 18,900.48	$ 4.00	$ 11,776.00	$ 17.60	$ 51,814.40	$ 8.00	$ 23,552.00	$ 7.50	$ 22,080.00	$ 5.10	$ 15,014.40	$ 15.00	$ 44,160.00
4	0106-6002	OBLITERATING ABANDONED ROAD	2,944	SY	$ 50.00	$ 147,200.00	$ 5.00	$ 14,720.00	$ 12.00	$ 35,328.00	$ 6.42	$ 18,900.48	$ 3.00	$ 8,832.00	$ 16.25	$ 47,840.00	$ 8.00	$ 23,552.00	$ 2.00	$ 5,888.00	$ 6.95	$ 20,460.80	$ 20.00	$ 58,880.00
5	0110-6001	EXCAVATION (ROADWAY)	13,787	CY	$ 30.00	$ 413,610.00	$ 17.00	$ 234,379.00	$ 24.00	$ 330,888.00	$ 18.19	$ 250,785.53	$ 20.00	$ 275,740.00	$ 23.35	$ 321,926.45	$ 21.00	$ 289,527.00	$ 16.00	$ 220,592.00	$ 17.00	$ 234,379.00	$ 35.00	$ 482,545.00
6	0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	645	CY	$ 33.00	$ 21,285.00	$ 36.00	$ 23,220.00	$ 15.00	$ 9,675.00	$ 12.18	$ 7,856.10	$ 72.00	$ 46,440.00	$ 10.80	$ 6,966.00	$ 7.00	$ 4,515.00	$ 6.50	$ 4,192.50	$ 25.50	$ 16,447.50	$ 35.00	$ 22,575.00
7	0160--WC01	FURNISHING AND PLACING TOPSOIL (4")	14,485	SY	$ 1.00	$ 14,485.00	$ 2.60	$ 37,661.00	$ 2.00	$ 28,970.00	$ 2.94	$ 42,585.90	$ 0.81	$ 11,732.85	$ 0.55	$ 7,966.75	$ 1.00	$ 14,485.00	$ 1.25	$ 18,106.25	$ 2.80	$ 40,558.00	$ 5.00	$ 72,425.00
8	0164--WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	7,243	SY	$ 0.75	$ 5,432.25	$ 0.25	$ 1,810.75	$ 0.40	$ 2,897.20	$ 0.86	$ 6,228.98	$ 1.00	$ 7,243.00	$ 0.70	$ 5,070.10	$ 1.00	$ 7,243.00	$ 1.00	$ 7,243.00	$ 0.70	$ 5,070.10	$ 0.70	$ 5,070.10
9	0164--WC05	SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY 5)	14,485	SY	$ 0.25	$ 3,621.25	$ 0.40	$ 5,794.00	$ 0.50	$ 7,242.50	$ 0.95	$ 13,760.75	$ 1.00	$ 14,485.00	$ 0.70	$ 10,139.50	$ 1.00	$ 14,485.00	$ 1.00	$ 14,485.00	$ 1.05	$ 15,209.25	$ 1.10	$ 15,933.50
10	0164--WC10	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY 10)	7,243	SY	$ 0.25	$ 1,810.75	$ 0.25	$ 1,810.75	$ 0.50	$ 3,621.50	$ 0.86	$ 6,228.98	$ 1.00	$ 7,243.00	$ 0.70	$ 5,070.10	$ 1.00	$ 7,243.00	$ 1.00	$ 7,243.00	$ 0.70	$ 5,070.10	$ 0.70	$ 5,070.10
11	0166--6002	FERTILIZER	0.91	TON	$ 2,150.00	$ 1,956.50	$ 3,000.00	$ 2,730.00	$ 3,500.00	$ 3,185.00	$ 4,808.44	$ 4,375.68	$ 1,700.00	$ 1,547.00	$ 1,815.00	$ 1,651.65	$ 5,200.00	$ 4,732.00	$ 4,700.00	$ 4,277.00	$ 2,540.00	$ 2,311.40	$ 2,700.00	$ 2,457.00
12	0168--WC01	VEGETATIVE WATERING	435	MG	$ 15.00	$ 6,525.00	$ 20.00	$ 8,700.00	$ 35.00	$ 15,225.00	$ 41.37	$ 17,995.95	$ 5.00	$ 2,175.00	$ 32.35	$ 14,072.25	$ 18.00	$ 7,830.00	$ 45.00	$ 19,575.00	$ 44.69	$ 19,440.15	$ 35.00	$ 15,225.00
13	0247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	3,274	CY	$ 80.00	$ 261,920.00	$ 64.00	$ 209,536.00	$ 54.00	$ 176,796.00	$ 57.32	$ 187,665.68	$ 77.00	$ 252,098.00	$ 47.60	$ 155,842.40	$ 59.00	$ 193,166.00	$ 105.00	$ 343,770.00	$ 72.00	$ 235,728.00	$ 75.00	$ 245,550.00
14	0260-6002	LIME (HYDRATED LIME (SLURRY))	212	TON	$ 706.00	$ 149,672.00	$ 335.00	$ 71,020.00	$ 330.00	$ 69,960.00	$ 340.11	$ 72,103.32	$ 370.00	$ 78,440.00	$ 370.00	$ 78,440.00	$ 350.00	$ 74,200.00	$ 415.00	$ 87,980.00	$ 280.00	$ 59,360.00	$ 400.00	$ 84,800.00
15	0260-6027	LIME TRT (EXST MATL)(8")	11,758	SY	$ 17.63	$ 207,293.54	$ 4.25	$ 49,971.50	$ 4.00	$ 47,032.00	$ 3.93	$ 46,208.94	$ 6.00	$ 70,548.00	$ 5.15	$ 60,553.70	$ 6.00	$ 70,548.00	$ 11.00	$ 129,338.00	$ 11.00	$ 129,338.00	$ 15.00	$ 176,370.00
16	0310-6001	PRIME COAT (MULTI OPTION)	1,970	GAL	$ 7.00	$ 13,790.00	$ 5.25	$ 10,342.50	$ 5.50	$ 10,835.00	$ 5.41	$ 10,657.70	$ 5.00	$ 9,850.00	$ 8.95	$ 17,631.50	$ 5.00	$ 9,850.00	$ 6.00	$ 11,820.00	$ 5.00	$ 9,850.00	$ 8.00	$ 15,760.00
17	0316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	3,026	GAL	$ 4.52	$ 13,677.52	$ 6.50	$ 19,669.00	$ 6.50	$ 19,669.00	$ 6.61	$ 20,001.86	$ 6.00	$ 18,156.00	$ 8.50	$ 25,721.00	$ 8.00	$ 24,208.00	$ 9.00	$ 27,234.00	$ 6.15	$ 18,609.90	$ 8.00	$ 24,208.00
18	0316-6467	AGGR(TY-D GR-5 SAC-B)	63	CY	$ 100.00	$ 6,300.00	$ 270.00	$ 17,010.00	$ 280.00	$ 17,640.00	$ 276.00	$ 17,388.00	$ 286.00	$ 18,018.00	$ 161.70	$ 10,187.10	$ 333.00	$ 20,979.00	$ 1,100.00	$ 69,300.00	$ 260.00	$ 16,380.00	$ 500.00	$ 31,500.00
19	0354-6021	PLANE ASPH CONC PAV(0" TO 2")	224	SY	$ 9.36	$ 2,096.64	$ 34.00	$ 7,616.00	$ 35.00	$ 7,840.00	$ 34.50	$ 7,728.00	$ 35.00	$ 7,840.00	$ 35.20	$ 7,884.80	$ 41.00	$ 9,184.00	$ 55.00	$ 12,320.00	$ 31.95	$ 7,156.80	$ 24.00	$ 5,376.00
20	0400-6006	CUT & RESTORING PAV	31	SY	$ 168.00	$ 5,208.00	$ 210.00	$ 6,510.00	$ 235.00	$ 7,285.00	$ 473.82	$ 14,688.42	$ 82.00	$ 2,542.00	$ 220.65	$ 6,840.15	$ 140.00	$ 4,340.00	$ 170.00	$ 5,270.00	$ 102.00	$ 3,162.00	$ 2,000.00	$ 62,000.00
21	0460-6003	CMP (GAL STL 24 IN)	60	LF	$ 136.00	$ 8,160.00	$ 191.00	$ 11,460.00	$ 110.00	$ 6,600.00	$ 63.25	$ 3,795.00	$ 123.00	$ 7,380.00	$ 198.65	$ 11,919.00	$ 160.00	$ 9,600.00	$ 140.00	$ 8,400.00	$ 164.00	$ 9,840.00	$ 125.00	$ 7,500.00
22	0464-6005	RC PIPE (CL III)(24 IN)	212	LF	$ 135.00	$ 28,620.00	$ 104.00	$ 22,048.00	$ 124.00	$ 26,288.00	$ 97.75	$ 20,723.00	$ 123.00	$ 26,076.00	$ 151.45	$ 32,107.40	$ 173.00	$ 36,676.00	$ 145.00	$ 30,740.00	$ 150.00	$ 31,800.00	$ 170.00	$ 36,040.00
23	0467-6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	4	EA	$ 2,332.00	$ 9,328.00	$ 3,570.00	$ 14,280.00	$ 2,700.00	$ 10,800.00	$ 7,301.35	$ 29,205.40	$ 3,618.00	$ 14,472.00	$ 3,285.00	$ 13,140.00	$ 3,000.00	$ 12,000.00	$ 4,400.00	$ 17,600.00	$ 3,840.00	$ 15,360.00	$ 2,230.00	$ 8,920.00
24	0500-6001	MOBILIZATION	1	LS	$ 217,380.22	$ 217,380.22	$ 250,000.00	$ 250,000.00	$ 150,000.00	$ 150,000.00	$ 101,790.01	$ 101,790.01	$ 90,000.00	$ 90,000.00	$ 70,000.00	$ 70,000.00	$ 120,000.00	$ 120,000.00	$ 8,248.00	$ 8,248.00	$ 270,000.00	$ 270,000.00	$ 280,000.00	$ 280,000.00
25	0502-WC01	BARRICADES, SIGNS AND TRAFFIC HANDLING	8	MO	$ 10,265.00	$ 82,120.00	$ 3,100.00	$ 24,800.00	$ 4,000.00	$ 32,000.00	$ 5,218.13	$ 41,745.04	$ 1,100.00	$ 8,800.00	$ 16,172.00	$ 129,376.00	$ 3,000.00	$ 24,000.00	$ 6,000.00	$ 48,000.00	$ 5,300.00	$ 42,400.00	$ 15,000.00	$ 120,000.00
26	0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	80	LF	$ 47.00	$ 3,760.00	$ 23.00	$ 1,840.00	$ 56.00	$ 4,480.00	$ 32.20	$ 2,576.00	$ 26.00	$ 2,080.00	$ 34.60	$ 2,768.00	$ 34.00	$ 2,720.00	$ 32.00	$ 2,560.00	$ 40.55	$ 3,244.00	$ 42.00	$ 3,360.00
27	0506-6011	ROCK FILTER DAMS (REMOVE)	80	LF	$ 16.00	$ 1,280.00	$ 3.00	$ 240.00	$ 57.00	$ 4,560.00	$ 18.40	$ 1,472.00	$ 1.00	$ 80.00	$ 23.90	$ 1,912.00	$ 19.00	$ 1,520.00	$ 18.00	$ 1,440.00	$ 24.35	$ 1,948.00	$ 25.00	$ 2,000.00
28	0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	133	SY	$ 34.00	$ 4,522.00	$ 12.00	$ 1,596.00	$ 21.00	$ 2,793.00	$ 22.43	$ 2,983.19	$ 13.00	$ 1,729.00	$ 33.85	$ 4,502.05	$ 24.00	$ 3,192.00	$ 22.00	$ 2,926.00	$ 18.95	$ 2,520.35	$ 20.00	$ 2,660.00
29	0506-6024	CONSTRUCTION EXITS (REMOVE)	133	SY	$ 11.81	$ 1,570.73	$ 2.00	$ 266.00	$ 14.00	$ 1,862.00	$ 13.80	$ 1,835.40	$ 1.00	$ 133.00	$ 12.00	$ 1,596.00	$ 14.00	$ 1,862.00	$ 13.50	$ 1,795.50	$ 12.45	$ 1,655.85	$ 13.00	$ 1,729.00
30	0506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	2,230	LF	$ 11.00	$ 24,530.00	$ 6.00	$ 13,380.00	$ 5.00	$ 11,150.00	$ 5.23	$ 11,662.90	$ 5.00	$ 11,150.00	$ 4.50	$ 10,035.00	$ 5.00	$ 11,150.00	$ 5.00	$ 11,150.00	$ 6.10	$ 13,603.00	$ 6.00	$ 13,380.00
31	0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	2,230	LF	$ 3.16	$ 7,046.80	$ 1.00	$ 2,230.00	$ 1.00	$ 2,230.00	$ 1.44	$ 3,211.20	$ 0.60	$ 1,338.00	$ 2.20	$ 4,906.00	$ 1.00	$ 2,230.00	$ 1.50	$ 3,345.00	$ 1.10	$ 2,453.00	$ 1.10	$ 2,453.00
32	0508-6001	CONSTRUCTING DETOURS	341	SY	$ 98.30	$ 33,520.30	$ 200.00	$ 68,200.00	$ 160.00	$ 54,560.00	$ 219.38	$ 74,808.58	$ 160.00	$ 54,560.00	$ 152.00	$ 51,832.00	$ 180.00	$ 61,380.00	$ 160.00	$ 54,560.00	$ 146.00	$ 49,786.00	$ 350.00	$ 119,350.00
33	0529-6008	CONC CURB & GUTTER (TY II)	60	LF	$ 61.00	$ 3,660.00	$ 34.00	$ 2,040.00	$ 50.00	$ 3,000.00	$ 46.00	$ 2,760.00	$ 51.00	$ 3,060.00	$ 39.50	$ 2,370.00	$ 26.00	$ 1,560.00	$ 55.00	$ 3,300.00	$ 82.10	$ 4,926.00	$ 65.00	$ 3,900.00
34	0529-6038	CONC CURB (RIBBON)	1,132	LF	$ 36.34	$ 41,136.88	$ 23.00	$ 26,036.00	$ 18.00	$ 20,376.00	$ 27.60	$ 31,243.20	$ 49.00	$ 55,468.00	$ 21.50	$ 24,338.00	$ 18.00	$ 20,376.00	$ 58.00	$ 65,656.00	$ 26.30	$ 29,771.60	$ 40.00	$ 45,280.00
35	0530-6005	DRIVEWAYS (ACP)	618	SY	$ 73.00	$ 45,114.00	$ 74.00	$ 45,732.00	$ 88.00	$ 54,384.00	$ 90.87	$ 56,157.66	$ 96.00	$ 59,328.00	$ 49.85	$ 30,807.30	$ 135.00	$ 83,430.00	$ 95.00	$ 58,710.00	$ 148.00	$ 91,464.00	$ 85.00	$ 52,530.00
36	0550-6006	GATE (REMOVE)	3	EA	$ 500.00	$ 1,500.00	$ 560.00	$ 1,680.00	$ 600.00	$ 1,800.00	$ 864.92	$ 2,594.76	$ 179.00	$ 537.00	$ 312.50	$ 937.50	$ 370.00	$ 1,110.00	$ 500.00	$ 1,500.00	$ 840.00	$ 2,520.00	$ 650.00	$ 1,950.00
37	0550-6015	REMOVE AND INSTALL EXISTING GATE	2	EA	$ 1,500.00	$ 3,000.00	$ 1,400.00	$ 2,800.00	$ 1,500.00	$ 3,000.00	$ 2,245.46	$ 4,490.92	$ 717.00	$ 1,434.00	$ 625.00	$ 1,250.00	$ 650.00	$ 1,300.00	$ 1,400.00	$ 2,800.00	$ 1,580.00	$ 3,160.00	$ 2,500.00	$ 5,000.00
38	0552-6003	WIRE FENCE (TY C)	2,450	LF	$ 13.00	$ 31,850.00	$ 13.00	$ 31,850.00	$ 13.00	$ 31,850.00	$ 34.50	$ 84,525.00	$ 13.00	$ 31,850.00	$ 16.50	$ 40,425.00	$ 12.00	$ 29,400.00	$ 13.00	$ 31,850.00	$ 13.20	$ 32,340.00	$ 15.00	$ 36,750.00
39	0552-6005	GATE (TY 1)	3	EA	$ 1,044.82	$ 3,134.46	$ 1,400.00	$ 4,200.00	$ 1,500.00	$ 4,500.00	$ 4,025.00	$ 12,075.00	$ 1,195.00	$ 3,585.00	$ 1,210.00	$ 3,630.00	$ 1,100.00	$ 3,300.00	$ 1,400.00	$ 4,200.00	$ 1,850.00	$ 5,550.00	$ 1,500.00	$ 4,500.00
40	0560-6025	RELOCATE EXISTING MAILBOX	3	EA	$ 360.00	$ 1,080.00	$ 850.00	$ 2,550.00	$ 1,200.00	$ 3,600.00	$ 575.00	$ 1,725.00	$ 597.00	$ 1,791.00	$ 437.50	$ 1,312.50	$ 930.00	$ 2,790.00	$ 600.00	$ 1,800.00	$ 740.00	$ 2,220.00	$ 300.00	$ 900.00
41	0644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	7	EA	$ 943.00	$ 6,601.00	$ 1,400.00	$ 9,800.00	$ 970.00	$ 6,790.00	$ 1,035.00	$ 7,245.00	$ 1,493.00	$ 10,451.00	$ 880.00	$ 6,160.00	$ 1,500.00	$ 10,500.00	$ 1,420.00	$ 9,940.00	$ 1,350.00	$ 9,450.00	$ 1,400.00	$ 9,800.00
42	0644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	3	EA	$ 663.00	$ 1,989.00	$ 620.00	$ 1,860.00	$ 600.00	$ 1,800.00	$ 920.00	$ 2,760.00	$ 657.00	$ 1,971.00	$ 440.00	$ 1,320.00	$ 680.00	$ 2,040.00	$ 630.00	$ 1,890.00	$ 590.00	$ 1,770.00	$ 620.00	$ 1,860.00
43	0658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	4	EA	$ 75.00	$ 300.00	$ 12.00	$ 48.00	$ 110.00	$ 440.00	$ 92.00	$ 368.00	$ 131.00	$ 524.00	$ 69.30	$ 277.20	$ 136.00	$ 544.00	$ 125.00	$ 500.00	$ 119.00	$ 476.00	$ 125.00	$ 500.00
44	0658-6109	INSTL OM ASSM (OM-2Z)(WFX)SRF(BI)	12	EA	$ 78.00	$ 936.00	$ 255.00	$ 3,060.00	$ 800.00	$ 9,600.00	$ 138.00	$ 1,656.00	$ 298.00	$ 3,576.00	$ 135.30	$ 1,623.60	$ 279.00	$ 3,348.00	$ 260.00	$ 3,120.00	$ 243.00	$ 2,916.00	$ 250.00	$ 3,000.00
45	0662-6057	WK ZN PAV MRK REMOV (TRAF BTN) TY W	5,236	LF	$ 2.75	$ 14,399.00	$ 2.00	$ 10,472.00	$ 1.75	$ 9,163.00	$ 1.73	$ 9,058.28	$ 1.00	$ 5,236.00	$ 1.65	$ 8,639.40	$ 2.00	$ 10,472.00	$ 1.60	$ 8,377.60	$ 1.50	$ 7,854.00	$ 1.60	$ 8,377.60
46	0662-6059	WK ZN PAV MRK REMOV (TRAF BTN) TY Y	2,036	LF	$ 1.00	$ 2,036.00	$ 1.50	$ 3,054.00	$ 4.10	$ 8,347.60	$ 4.03	$ 8,205.08	$ 1.00	$ 2,036.00	$ 3.85	$ 7,838.60	$ 2.00	$ 4,072.00	$ 1.60	$ 3,257.60	$ 1.50	$ 3,054.00	$ 1.60	$ 3,257.60
47	0666-6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	4,380	LF	$ 1.00	$ 4,380.00	$ 1.25	$ 5,475.00	$ 1.10	$ 4,818.00	$ 1.55	$ 6,789.00	$ 1.00	$ 4,380.00	$ 1.95	$ 8,541.00	$ 1.00	$ 4,380.00	$ 1.25	$ 5,475.00	$ 1.20	$ 5,256.00	$ 1.20	$ 5,256.00
48	0666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	60	LF	$ 7.48	$ 448.80	$ 20.00	$ 1,200.00	$ 21.00	$ 1,260.00	$ 20.70	$ 1,242.00	$ 21.00	$ 1,260.00	$ 11.00	$ 660.00	$ 22.00	$ 1,320.00	$ 20.50	$ 1,230.00	$ 19.45	$ 1,167.00	$ 20.00	$ 1,200.00
49	0666-6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	4,100	LF	$ 1.00	$ 4,100.00	$ 1.25	$ 5,125.00	$ 1.10	$ 4,510.00	$ 1.55	$ 6,355.00	$ 1.00	$ 4,100.00	$ 2.20	$ 9,020.00	$ 1.00	$ 4,100.00	$ 1.25	$ 5,125.00	$ 1.20	$ 4,920.00	$ 1.20	$ 4,920.00
50	0666-6170	REFL PAV MRK TY II (W) 4" (SLD)	4,380	LF	$ 1.00	$ 4,380.00	$ 0.75	$ 3,285.00	$ 0.70	$ 3,066.00	$ 0.69	$ 3,022.20	$ 1.00	$ 4,380.00	$ 0.66	$ 2,890.80	$ 1.00	$ 4,380.00	$ 1.00	$ 4,380.00	$ 0.70	$ 3,066.00	$ 0.80	$ 3,504.00
51	0666-6182	REFL PAV MRK TY II (W) 24" (SLD)	60	LF	$ 3.07	$ 184.20	$ 11.00	$ 660.00	$ 4.70	$ 282.00	$ 4.60	$ 276.00	$ 11.00	$ 660.00	$ 3.30	$ 198.00	$ 12.00	$ 720.00	$ 11.00	$ 660.00	$ 10.55	$ 633.00	$ 11.00	$ 660.00
52	0666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	4,100	LF	$ 0.18	$ 738.00	$ 0.75	$ 3,075.00	$ 0.70	$ 2,870.00	$ 0.69	$ 2,829.00	$ 1.00	$ 4,100.00	$ 0.66	$ 2,706.00	$ 1.00	$ 4,100.00	$ 1.00	$ 4,100.00	$ 0.70	$ 2,870.00	$ 0.80	$ 3,280.00
53	3076-6001	D-GR HMA TY-B PG64-22	1,362	TON	$ 137.00	$ 186,594.00	$ 133.00	$ 181,146.00	$ 135.00	$ 183,870.00	$ 135.70	$ 184,823.40	$ 141.00	$ 192,042.00	$ 165.00	$ 224,730.00	$ 163.00	$ 222,006.00	$ 177.00	$ 241,074.00	$ 126.00	$ 171,612.00	$ 190.00	$ 258,780.00
54	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	424	TON	$ 194.00	$ 82,256.00	$ 133.00	$ 56,392.00	$ 135.00	$ 57,240.00	$ 135.70	$ 57,536.80	$ 141.00	$ 59,784.00	$ 165.00	$ 69,960.00	$ 163.00	$ 69,112.00	$ 250.00	$ 106,000.00	$ 126.00	$ 53,424.00	$ 230.00	$ 97,520.00
55	3076-6040	D-GR HMA TY-D PG70-22	921	TON	$ 143.00	$ 131,703.00	$ 163.00	$ 150,123.00	$ 160.00	$ 147,360.00	$ 161.86	$ 149,073.06	$ 173.00	$ 159,333.00	$ 199.00	$ 183,279.00	$ 200.00	$ 184,200.00	$ 187.00	$ 172,227.00	$ 150.00	$ 138,150.00	$ 235.00	$ 216,435.00
56	3076-6066	TACK COAT	1,008	GAL	$ 7.00	$ 7,056.00	$ 7.50	$ 7,560.00	$ 4.00	$ 4,032.00	$ 4.49	$ 4,525.92	$ 5.00	$ 5,040.00	$ 5.50	$ 5,544.00	$ 9.00	$ 9,072.00	$ 7.25	$ 7,308.00	$ 4.15	$ 4,183.20	$ 8.00	$ 8,064.00
JARRELL-SCHWERTNER WATER LINE																								
57	RR-510-1	8" PVC, C-900, DR-14 Class 200 Water Line including Tracer Wire, D.I. Fittings and Construction Staking	2,253	LF	$ 100.00	$ 225,300.00	$ 67.00	$ 150,951.00	$ 66.00	$ 148,698.00	$ 87.40	$ 196,912.20	$ 68.00	$ 153,204.00	$ 76.15	$ 171,565.95	$ 84.00	$ 189,252.00	$ 100.00	$ 225,300.00	$ 90.00	$ 202,770.00	$ 115.00	$ 259,095.00
58	RR-510-2	3" Wet Connection on the existing Jarrell-Schwertner WSC Water Line	2	EA	$ 5,500.00	$ 11,000.00	$ 2,800.00	$ 5,600.00	$ 1,800.00	$ 3,600.00	$ 2,300.00	$ 4,600.00	$ 1,982.00	$ 3,964.00	$ 9,915.00	$ 19,830.00	$ 4,200.00	$ 8,400.00	$ 3,000.00	$ 6,000.00	$ 4,500.00	$ 9,000.00	$ 3,000.00	$ 6,000.00
59	RR-511-1	8" Gate Valve, Box and Marker	2	EA	$ 3,500.00	$ 7,000.00	$ 2,840.00	$ 5,680.00	$ 3,000.00	$ 6,000.00	$ 2,875.00	$ 5,750.00	$ 4,711.00	$ 9,422.00	$ 3,645.00	$ 7,290.00	$ 3,600.00	$ 7,200.00	$ 3,200.00	$ 6,400.00	$ 5,100.00	$ 10,200.00	$ 3,500.00	$ 7,000.00
60	RR-510-3	Water for Flushing Water Lines, paid to Jarrell-Schwertner WSC	17.55	THOU. GAL.	$ 3.50	$ 61.43	$ 130.00	$ 2,281.50	$ 120.00	$ 2,106.00	$ 23.00	$ 403.65	$ 119.00	$ 2,088.45	$ 360.00	$ 6,318.00	$ 250.00	$ 4,387.50	$ 14.00	$ 245.70	$ 14.60	$ 256.23	$ 665.00	$ 11,670.75
61	RR-510-4	2" Automatic Air and Vacuum Relief Valve Assembly, including Double Strap Brass Tapping Saddle on 8" PVC Water Line	2	EA	$ 12,000.00	$ 24,000.00	$ 6,500.00	$ 13,000.00	$ 5,700.00	$ 11,400.00	$ 5,175.00	$ 10,350.00	$ 5,508.00	$ 11,016.00	$ 6,515.00	$ 13,030.00	$ 7,600.00	$ 15,200.00	$ 6,800.00	$ 13,600.00	$ 7,300.00	$ 14,600.00	$ 9,200.00	$ 18,400.00
62	RR-510-5	6" Flush Valve Assembly	1	EA	$ 12,000.00	$ 12,000.00	$ 6,200.00	$ 6,200.00	$ 5,000.00	$ 5,000.00	$ 4,600.00	$ 4,600.00	$ 4,334.00	$ 4,334.00	$ 4,860.00	$ 4,860.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 7,900.00	$ 7,900.00	$ 15,500.00	$ 15,500.00
63	RR-510-6	Single Water Service including Meter Box and Meter	3	EA	$ 4,500.00	$ 13,500.00	$ 1,725.00	$ 5,175.00	$ 1,500.00	$ 4,500.00	$ 1,265.00	$ 3,795.00	$ 4,318.00	$ 12,954.00	$ 3,925.00	$ 11,775.00	$ 1,700.00	$ 5,100.00	$ 2,600.00	$ 7,800.00	$ 4,030.00	$ 12,090.00	$ 7,800.00	$ 23,400.00
64	RR-509-1	Trench Safety Systems	2,253	LF	$ 3.00	$ 6,759.00	$ 2.00	$ 4,506.00	$ 1.00	$ 2,253.00	$ 1.15	$ 2,590.95	$ 5.00	$ 11,265.00	$ 1.50	$ 3,379.50	$ 1.00	$ 2,253.00	$ 1.00	$ 2,253.00	$ 6.15	$ 13,855.95	$ 1.50	$ 3,379.50
65	RR-510-7	Flowable Fill within abandoned 3" Water Line under Proposed Roadway	600	LF	$ 5.00	$ 3,000.00	$ 6.75	$ 4,050.00	$ 16.00	$ 9,600.00	$ 6.90	$ 4,140.00	$ 1.00	$ 600.00	$ 14.05	$ 8,430.00	$ 10.00	$ 6,000.00	$ 8.00	$ 4,800.00	$ 29.35	$ 17,610.00	$ 24.00	$ 14,400.00
LSRWA WATER LINE																								
66	RR-510-8	12" PVC, C-900, DR-14 Class 200 Water Line including Tracer Wire, D.I. Fittings and Construction Staking	2,240	LF	$ 140.00	$ 313,600.00	$ 108.00	$ 241,920.00	$ 126.00	$ 282,240.00	$ 120.75	$ 270,480.00	$ 121.00	$ 271,040.00	$ 122.75	$ 274,960.00	$ 134.00	$ 300,160.00	$ 155.00	$ 347,200.00	$ 130.00	$ 291,200.00	$ 157.00	$ 351,680.00
67	RR-510-9	12" Wet Connection on the Existing Lone Star Regional Water Authority 12" Water Line	2	EA	$ 14,500.00	$ 29,000.00	$ 4,000.00	$ 8,000.00	$ 4,400.00	$ 8,800.00	$ 5,980.00	$ 11,960.00	$ 4,907.00	$ 9,814.00	$ 10,220.00	$ 20,440.00	$ 6,600.00	$ 13,200.00	$ 2,900.00	$ 5,800.00	$ 9,600.00	$ 19,200.00	$ 6,100.00	$ 12,200.00
68	RR-511-2	12" Gate Valve, Box and Marker	2	EA	$ 6,000.00	$ 12,000.00	$ 5,200.00	$ 10,400.00	$ 5,000.00	$ 10,000.00	$ 5,352.10	$ 10,704.20	$ 6,774.00	$ 13,548.00	$ 6,070.00	$ 12,140.00	$ 6,700.00	$ 13,400.00	$ 5,300.00	$ 10

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Smith Contracting		Champion Site Prep, Inc.		Elizabeth Serrato's Vendor / Austin Engineering Co Inc.		Gage and Cade Construction		Joe Bland Construction, L.P.		Cash Construction		Capital Excavation		Aaron Concrete Contractors, L.L.C.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																								
89	999-WC01	FORCE ACCOUNT	$25,000	DOL	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00
90	999-WC02	FORCE ACCOUNT, WATER RELOCATIONS	$25,000	DOL	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00
91	3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	$4,900	DOL	1.00	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00
92	3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C SURFACE)	$15,100	DOL	1.00	$ 15,100.00	1.00	$ 15,100.00	1.00	$ 15,100.00	1.00	$ 15,100.00	1.00	$ 15,100.00	1.00	$ 15,100.00	1.00	$ 15,100.00	1.00	$ 15,100.00	1.00	$ 15,100.00	1.00	$ 15,100.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 3,415,086.81**		**$ 2,545,345.00**		**$ 2,615,261.80**		**$ 2,649,000.00**		**$ 2,650,593.05**		**$ 2,718,917.08**		**$ 2,764,494.00**		**$ 2,936,000.65**		**$ 2,997,737.98**		**$ 4,019,662.45**
		ACTUAL BID PROPOSAL						$2,545,345.00		$2,615,261.80		$2,649,000.00		$2,650,593.05		$2,718,917.08		$2,764,494.00		$2,936,000.65		$2,997,737.98		$4,019,662.45
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		Y		Y		Y		Y

Seiler Lankes Group

PLANNING • ENGINEERING • CONSTRUCTION

Project / Subject: County Road 332 Construction Bid Tab Comparison
Date: December 5, 2023

Mr. Friend,

On December 5, 2023, contractor bids were submitted and opened for the County Road 332 Realignment project. We have reviewed the bids and a summary of contractor bid amounts is as follows:

1. **Chasco Constructors, $2,545,345.00**
2. **Smith Contracting, $2,615,261.80**
3. **Champioin Site Prep, Inc., $2,649,000.00**
4. **Elizabeth Serrato's Vendor, $2,650,593.05**
5. **Gage and Cade Construction, $2,718,917.08**
6. **Joe Bland Construction, L.P., $2,764,494.00**
7. **Cash Construction, $2,936,000.65**
8. **Capital Excavation, $2,997,737.98**
9. **Aaron Concrete Contractors, L.L.C., $4,019,662.45**

A detailed bid analysis and comparison is attached for your records. The bids ranged from 23.9 percent below to 20.1 percent over the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. Chasco Constructors submitted the lowest bid in the amount of $2,545,345.00.

Based on the low bid amount, we recommend that Chasco Constructors be awarded the contract. Please let us know if you have any questions.

Best ,
Selier Lankes Group

ARMANDO CASTRO JR P.E.
SIGNING FOR GERALD LANKES, PE
CHAIRMAN/CEO

ATTACHMENT: BID TABULATION ANALYSIS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1100932

Date Filed:
12/05/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Chasco Constructors
ROUND ROCK, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24IFB14
CR332 Realignment (South of FM487 to CR313)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Glace Jr., Charles	Round Rock, TX United States	X	
King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Craig R Hunter, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 5th day of December (month), 2023 (year).

Craig R Hunter

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1100932

Date Filed:
12/05/2023

Date Acknowledged:
12/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Chasco Constructors
ROUND ROCK, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24IFB14
CR332 Realignment (South of FM487 to CR313)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Glace Jr., Charles	Round Rock, TX United States	X	
King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **49.**

Meeting Date: 12/12/2023

Award of IFB #24IFB15 for Construction of Liberty Hill Bypass to Chasco Constructors 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 #24IFB15 for Construction of Liberty Hill Bypass to the lowest and best bidder, Chasco Constructors, for the amount of $14,149,449.00 and authorizing the execution of the agreement. The funding source is P346.

Background

Williamson County sent out over 5,000 notifications with 105 document takers and received 7 submitting bids. The bids have been reviewed and the apparent low bidder, Chasco Constructors, was found to be responsive and materially balanced. Their lowest bid of $14,149,449.00 was 18.20% below the Engineers' estimate. The bidding was competitive with the lowest two bidders being within 5.1% of each other. In addition to meeting the bid qualifications subject to being the low bidder, Chasco Constructors 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, staff recommends award of IFB #24IFB15 for Construction of Liberty Hill Bypass to Chasco Constructors for the amount of $14,149,449.00. Funding source is P346. Point of Contact is Anthony Gavlik.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Agreement

Bid Tabulation

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/07/2023 09:01 AM
County Judge Exec Asst.	Becky Pruitt	12/07/2023 09:20 AM
Form Started By: Gretchen Glenn		Started On: 12/06/2023 10:29 AM
Final Approval Date: 12/07/2023		

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

December 6, 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
Liberty Hill Bypass
Williamson County Project No. 24IFB15
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 (Chasco Constructors) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Chasco Constructors	$14,149,449.00
2.	Elizabeth Serrato's Vendor/ Austin Engineering Co Inc	$14,868,226.12
3.	Capital Excavation	$16,341,999.07
4.	James Construction Group, LLC	$16,779,889.00
5.	Jordan Foster Construction LLC	$17,384,082.77
6.	Joe Bland Construction, L.P.	$18,201,442.00
7.	Liberty Civil Construction	$19,420,000.00

The lowest bidder was $3,145,699.95 lower than the Engineers Estimate, a cost savings of 18.20%. The bidding was competitive with the lowest two bidders being within 5.1% of each other.

In addition to meeting the bid qualifications subject to being the low bidder, Chasco Constructors is currently the Contractor on Samsung Highway (CR 404 to FM 973 -Future County Road) project and has successfully completed past projects for Williamson County including Inner Loop Safety Improvements, CR 110 South, the Bartlett Cotrell Street project, and the Thrall S. Bounds Street project. 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, LJA Engineering, Inc., for award of the Liberty Hill Bypass construction contract to Chasco Constructors in the amount of $14,149,449.00.

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
Adam Boatright, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Christen Eschberger, HNTB Corporation

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 Chasco Constructors (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. **P346 - Liberty Hill Bypass**

Article 2. Engineer of Record

The Project has been designed by **LJA Engineering, Inc.**, 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 **652** 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 Fourteen Million, One-Hundred Forty-Nine Thousand, Four Hundred Forty-Nine Dollars and Zero Cents $14,149,449.00 (dollars)

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:

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 Chasco Constructors (hereinafter called "Contractor").

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Project No. **P346 - Liberty Hill Bypass**

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The Work shall be Substantially Completed in **652** 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.

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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 Fourteen Million, One-Hundred Forty-Nine Thousand, Four Hundred Forty-Nine Dollars and Zero Cents $14,149,449.00 (dollars)

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.

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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 1, 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_____

Williamson County Road Bond Program
Liberty Hill Bypass
December 5, 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 (%)
Chasco Constructors	$ 14,149,449.00	1	($3,145,699.95)	-18.19%	$ -	0.0%
Elizabeth Serrato's Vendor/Austin Engineering Co Inc	$ 14,868,226.12	2	($2,426,922.83)	-14.0%	$ 718,777.12	5.1%
Capital Excavation	$ 16,341,999.07	3	($953,149.88)	-5.5%	$ 2,192,550.07	15.5%
James Construction Group, LLC	$ 16,779,889.00	4	($515,259.95)	-3.0%	$ 2,630,440.00	18.6%
Jordan Foster Construction LLC	$ 17,384,082.77	5	$88,933.82	0.5%	$ 3,234,633.77	22.9%
Joe Bland Construction, L.P.	$ 18,201,442.00	6	$906,293.06	5.2%	$ 4,051,993.00	28.6%
Liberty Civil Construction	$ 19,420,000.00	7	$2,124,851.06	12.3%	$ 5,270,551.00	37.2%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Elizabeth Serrato's Vendor/Austin Engineering Co Inc		Capital Excavation		James Construction Group, LLC		Jordan Foster Construction LLC		Joe Bland Construction, L.P.		Liberty Civil Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	123	STA	$ 2,500.00	$ 307,500.00	$6,000.00	$ 738,000.00	$ 7,000.00	$ 861,000.00	$ 3,900.00	$ 479,700.00	$ 8,272.00	$ 1,017,456.00	$ 11,000.00	$ 1,353,000.00	$ 2,300.00	$ 282,900.00	$ 1,895.36	$ 233,129.28
2	103-6001	DISPOSAL OF WATER WELLS	1	EA	$ 2,000.00	$ 2,000.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 10,500.00	$ 10,500.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00	$ 17,000.00	$ 17,000.00	$ 11,333.47	$ 11,333.47
3	104-6017	REMOVING CONC (DRIVEWAYS)	78	SY	$ 25.00	$ 1,950.00	$ 25.00	$ 1,950.00	$ 31.00	$ 2,418.00	$ 62.10	$ 4,843.80	$ 26.13	$ 2,038.14	$ 15.00	$ 1,170.00	$ 31.00	$ 2,418.00	$ 57.54	$ 4,488.12
4	105-6014	REMOVING STAB BASE & ASPH PAV (7" - 12")	5,011	SY	$ 15.00	$ 75,165.00	$ 8.00	$ 40,088.00	$ 1.30	$ 6,514.30	$ 15.60	$ 78,171.60	$ 7.90	$ 39,586.90	$ 5.50	$ 27,560.50	$ 10.00	$ 50,110.00	$ 9.44	$ 47,303.84
5	105-6037	REMOVING STAB BASE AND ASPH PAV(0"-16")	1,036	SY	$ 15.00	$ 15,540.00	$ 11.00	$ 11,396.00	$ 3.73	$ 3,864.28	$ 24.95	$ 25,848.20	$ 11.23	$ 11,634.28	$ 14.00	$ 14,504.00	$ 10.50	$ 10,878.00	$ 9.44	$ 9,779.84
6	106-6002	OBLITERATING ABANDONED ROAD	7,190	SY	$ 12.00	$ 86,280.00	$ 2.00	$ 14,380.00	$ 3.00	$ 21,570.00	$ 15.45	$ 111,085.50	$ 3.69	$ 26,531.10	$ 5.30	$ 38,107.00	$ 12.00	$ 86,280.00	$ 7.93	$ 57,016.70
7	110-6001	EXCAVATION (ROADWAY)	75,889	CY	$ 20.00	$ 1,517,780.00	$ 17.00	$ 1,290,113.00	$ 12.50	$ 948,612.50	$ 12.50	$ 948,612.50	$ 11.61	$ 881,071.29	$ 18.00	$ 1,366,002.00	$ 24.50	$ 1,859,280.50	$ 25.50	$ 1,935,169.50
8	110-6002	EXCAVATION (CHANNEL)	6,534	CY	$ 25.00	$ 163,350.00	$ 5.50	$ 35,937.00	$ 14.00	$ 91,476.00	$ 31.00	$ 202,554.00	$ 22.12	$ 144,532.08	$ 33.00	$ 215,622.00	$ 24.00	$ 156,816.00	$ 25.50	$ 166,617.00
9	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	43,260	CY	$ 22.00	$ 951,720.00	$ 3.00	$ 129,780.00	$ 11.00	$ 475,860.00	$ 12.00	$ 519,120.00	$ 10.81	$ 467,640.60	$ 11.00	$ 475,860.00	$ 17.25	$ 746,235.00	$ 19.04	$ 823,670.40
10	132-6005	EMBANKMENT (FINAL) (ORD COMP) (TY C)	472	CY	$ 30.00	$ 14,160.00	$ 35.00	$ 16,520.00	$ 37.00	$ 17,464.00	$ 69.00	$ 32,568.00	$ 69.90	$ 32,992.80	$ 12.00	$ 5,664.00	$ 55.00	$ 25,960.00	$ 56.67	$ 26,748.24
11	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	106,590	SY	$ 2.50	$ 266,475.00	$ 1.00	$ 106,590.00	$ 0.80	$ 85,272.00	$ 2.29	$ 244,091.10	$ 0.44	$ 46,899.60	$ 1.70	$ 181,203.00	$ 4.00	$ 426,360.00	$ 2.62	$ 279,265.80
12	161-WC01	EROSION CONTROL COMPOST (3")	26,650	SY	$ 4.00	$ 106,600.00	$ 3.00	$ 79,950.00	$ 3.00	$ 79,950.00	$ 4.21	$ 112,196.50	$ 4.11	$ 109,531.50	$ 3.35	$ 89,277.50	$ 11.55	$ 307,807.50	$ 13.09	$ 348,848.50
13	162-WC103	MULCH TOPDRESSING (5 IN)	26,650	SY	$ 3.00	$ 79,950.00	$ 4.00	$ 106,600.00	$ 2.00	$ 53,300.00	$ 6.50	$ 173,225.00	$ 6.92	$ 184,418.00	$ 3.70	$ 98,605.00	$ 11.00	$ 293,150.00	$ 28.22	$ 752,063.00
14	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	53,297	SY	$ 0.50	$ 26,648.50	$ 0.45	$ 23,983.65	$ 0.50	$ 26,648.50	$ 0.48	$ 25,582.56	$ 0.45	$ 23,983.65	$ 0.50	$ 26,648.50	$ 0.32	$ 17,055.04	$ 1.33	$ 70,885.01
15	164-WC07	TEMP SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY 7)	159,888	SY	$ 0.75	$ 119,916.00	$ 0.85	$ 135,904.80	$ 0.50	$ 79,944.00	$ 0.92	$ 147,096.96	$ 0.86	$ 137,503.68	$ 0.92	$ 147,096.96	$ 1.50	$ 239,832.00	$ 2.27	$ 362,945.76
16	166-6002	FERTILIZER	6.65	TON	$ 2,000.00	$ 13,300.00	$ 1,200.00	$ 7,980.00	$ 1,400.00	$ 9,310.00	$ 1,610.00	$ 10,706.50	$ 1,500.00	$ 9,975.00	$ 1,600.00	$ 10,640.00	$ 3,414.00	$ 22,703.10	$ 3,247.04	$ 21,592.82
17	168-WC01	VEGETATIVE WATERING	3,202	MG	$ 25.00	$ 80,050.00	$ 15.00	$ 48,030.00	$ 3.00	$ 9,606.00	$ 43.25	$ 138,486.50	$ 44.60	$ 142,809.20	$ 25.00	$ 80,050.00	$ 63.00	$ 201,726.00	$ 226.67	$ 725,797.34
18	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	63,222	SY	$ 2.00	$ 126,444.00	$ 2.00	$ 126,444.00	$ 2.00	$ 126,444.00	$ 1.45	$ 91,671.90	$ 1.35	$ 85,349.70	$ 1.45	$ 91,671.90	$ 1.68	$ 106,212.96	$ 1.64	$ 103,684.08
19	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	19,997	CY	$ 55.00	$ 1,099,835.00	$ 45.00	$ 899,865.00	$ 60.00	$ 1,199,820.00	$ 58.00	$ 1,159,826.00	$ 66.12	$ 1,322,201.64	$ 52.00	$ 1,039,844.00	$ 59.00	$ 1,179,823.00	$ 48.81	$ 976,053.57
20	247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	1,280	CY	$ 55.00	$ 70,400.00	$ 50.00	$ 64,000.00	$ 78.00	$ 99,840.00	$ 110.00	$ 140,800.00	$ 101.64	$ 130,099.20	$ 76.00	$ 97,280.00	$ 66.00	$ 84,480.00	$ 52.10	$ 66,688.00
21	310-6001	PRIME COAT (MULTI OPTION)	13,289	GAL	$ 5.00	$ 66,445.00	$ 4.00	$ 53,156.00	$ 4.00	$ 53,156.00	$ 4.15	$ 55,149.35	$ 3.90	$ 51,827.10	$ 4.00	$ 53,156.00	$ 4.50	$ 59,800.50	$ 6.12	$ 81,328.68
22	316-6193	AGGR (TY-D GR-5 SAC-B)	506	CY	$ 130.00	$ 65,780.00	$ 185.00	$ 93,610.00	$ 212.00	$ 107,272.00	$ 191.00	$ 96,646.00	$ 180.00	$ 91,080.00	$ 185.00	$ 93,610.00	$ 207.72	$ 105,106.32	$ 395.54	$ 200,143.24
23	316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	22,802	GAL	$ 4.50	$ 102,609.00	$ 4.25	$ 96,908.50	$ 4.00	$ 91,208.00	$ 4.40	$ 100,328.80	$ 4.15	$ 94,628.30	$ 4.20	$ 95,768.40	$ 4.79	$ 109,221.58	$ 10.96	$ 249,909.92
24	351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	686	SY	$ 75.00	$ 51,450.00	$ 75.00	$ 51,450.00	$ 80.00	$ 54,880.00	$ 70.20	$ 48,157.20	$ 78.57	$ 53,899.02	$ 70.00	$ 48,020.00	$ 76.16	$ 52,245.76	$ 82.05	$ 56,286.30
25	400-6005	CEM STABL BKFL	693	CY	$ 200.00	$ 138,600.00	$ 175.00	$ 121,275.00	$ 60.00	$ 41,580.00	$ 234.00	$ 162,162.00	$ 277.44	$ 192,265.92	$ 165.00	$ 114,345.00	$ 263.00	$ 182,259.00	$ 260.67	$ 180,644.31
26	400-6006	CUT & RESTORING PAV	76	SY	$ 100.00	$ 7,600.00	$ 40.00	$ 3,040.00	$ 100.00	$ 7,600.00	$ 136.00	$ 10,336.00	$ 105.53	$ 8,020.28	$ 136.00	$ 10,336.00	$ 431.00	$ 32,756.00	$ 77.66	$ 5,902.16
27	400-6010	STRUCT EXCAV (SPECIAL)	97	CY	$ 65.00	$ 6,305.00	$ 15.00	$ 1,455.00	$ 19.00	$ 1,843.00	$ 1.15	$ 111.55	$ 30.71	$ 2,978.87	$ 32.00	$ 3,104.00	$ 200.00	$ 19,400.00	$ 141.67	$ 13,741.99
28	401-6001	FLOWABLE BACKFILL	55	CY	$ 150.00	$ 8,250.00	$ 350.00	$ 19,250.00	$ 400.00	$ 22,000.00	$ 250.00	$ 13,750.00	$ 276.48	$ 15,206.40	$ 180.00	$ 9,900.00	$ 200.00	$ 11,000.00	$ 258.49	$ 14,216.95
29	402-6001	TRENCH EXCAVATION	118	LF	$ 10.00	$ 1,180.00	$ 10.00	$ 1,180.00	$ 75.00	$ 8,850.00	$ 39.05	$ 4,607.90	$ 28.52	$ 3,365.36	$ 11.00	$ 1,298.00	$ 5.00	$ 590.00	$ 243.34	$ 28,714.12
30	416-6001	DRILL SHAFT (18 IN)	248	LF	$ 200.00	$ 49,600.00	$ 140.00	$ 34,720.00	$ 196.00	$ 48,608.00	$ 171.00	$ 42,408.00	$ 128.61	$ 31,895.28	$ 132.00	$ 32,736.00	$ 176.00	$ 43,648.00	$ 174.03	$ 43,159.44
31	416-6004	DRILL SHAFT (36 IN)	768	LF	$ 300.00	$ 230,400.00	$ 290.00	$ 222,720.00	$ 400.00	$ 307,200.00	$ 290.00	$ 222,720.00	$ 247.22	$ 189,864.96	$ 245.00	$ 188,160.00	$ 374.00	$ 287,232.00	$ 370.04	$ 284,190.72
32	420-6013	CL C CONC (ABUT)	162.20	CY	$ 1,500.00	$ 243,300.00	$ 960.00	$ 155,712.00	$ 1,200.00	$ 194,640.00	$ 1,200.00	$ 194,640.00	$ 964.41	$ 156,427.30	$ 1,200.00	$ 194,640.00	$ 1,204.00	$ 195,288.80	$ 1,190.01	$ 193,019.62
33	420-6029	CL C CONC (CAP)	112.00	CY	$ 1,600.00	$ 179,200.00	$ 1,400.00	$ 156,800.00	$ 1,400.00	$ 156,800.00	$ 1,630.00	$ 182,560.00	$ 1,156.53	$ 129,531.36	$ 1,400.00	$ 156,800.00	$ 1,468.00	$ 164,416.00	$ 1,450.68	$ 162,476.16
34	420-6037	CL C CONC (COLUMN)	30.40	CY	$ 1,800.00	$ 54,720.00	$ 1,550.00	$ 47,120.00	$ 2,400.00	$ 72,960.00	$ 1,810.00	$ 55,024.00	$ 3,930.29	$ 119,480.82	$ 2,350.00	$ 71,440.00	$ 2,534.00	$ 77,033.60	$ 2,504.70	$ 76,142.88
35	422-6001	REINF CONC SLAB	29,879	SF	$ 35.00	$ 1,045,765.00	$ 20.00	$ 597,580.00	$ 27.00	$ 806,733.00	$ 21.00	$ 627,459.00	$ 29.02	$ 867,088.58	$ 28.00	$ 836,612.00	$ 27.00	$ 806,733.00	$ 27.20	$ 812,708.80
36	422-6015	APPROACH SLAB	204	CY	$ 750.00	$ 153,000.00	$ 650.00	$ 132,600.00	$ 760.00	$ 155,040.00	$ 810.00	$ 165,240.00	$ 734.62	$ 149,862.48	$ 490.00	$ 99,960.00	$ 768.00	$ 156,672.00	$ 759.34	$ 154,905.36
37	425-6038	PRESTR CONC GIRDER (TX46)	3,878.37	LF	$ 225.00	$ 872,633.25	$ 190.00	$ 736,890.30	$ 241.00	$ 934,687.17	$ 190.00	$ 736,890.30	$ 237.49	$ 921,074.09	$ 198.00	$ 767,917.26	$ 251.00	$ 973,470.87	$ 248.49	$ 963,736.16
38	432-6001	RIPRAP (CONC)(4 IN)	247	CY	$ 600.00	$ 148,200.00	$ 650.00	$ 160,550.00	$ 766.00	$ 189,202.00	$ 750.00	$ 185,250.00	$ 624.95	$ 154,362.65	$ 730.00	$ 180,310.00	$ 745.00	$ 184,015.00	$ 736.68	$ 181,959.96
39	432-6002	RIPRAP (CONC) (5 IN)	161	CY	$ 700.00	$ 112,700.00	$ 600.00	$ 96,600.00	$ 677.00	$ 108,997.00	$ 750.00	$ 120,750.00	$ 713.90	$ 114,937.90	$ 735.00	$ 118,335.00	$ 660.00	$ 106,260.00	$ 651.67	$ 104,918.87
40	432-6024	RIPRAP (STONE COMMON) (DRY) (12 IN)	472	CY	$ 300.00	$ 141,600.00	$ 150.00	$ 70,800.00	$ 50.00	$ 23,600.00	$ 168.00	$ 79,296.00	$ 208.00	$ 98,176.00	$ 220.00	$ 103,840.00	$ 198.00	$ 93,456.00	$ 209.67	$ 98,964.24
41	432-6045	RIPRAP (MOW STRIP)(4 IN)	153	CY	$ 650.00	$ 99,450.00	$ 630.00	$ 96,390.00	$ 753.00	$ 115,209.00	$ 920.00	$ 140,760.00	$ 796.27	$ 121,829.31	$ 700.00	$ 107,100.00	$ 733.00	$ 112,149.00	$ 997.34	$ 152,593.02
42	450-6030	RAIL (TY C221)	1,467.10	LF	$ 120.00	$ 176,052.00	$ 130.00	$ 190,723.00	$ 178.00	$ 261,143.80	$ 160.00	$ 234,736.00	$ 134.87	$ 197,867.78	$ 125.00	$ 183,387.50	$ 143.00	$ 209,795.30	$ 283.34	$ 415,688.11
43	454-6018	SEALED EXPANSION JOINT (4 IN) (SEJ - M)	265	LF	$ 200.00	$ 53,000.00	$ 215.00	$ 56,975.00	$ 235.00	$ 62,275.00	$ 246.00	$ 65,190.00	$ 237.94	$ 63,054.10	$ 225.00	$ 59,625.00	$ 229.00	$ 60,685.00	$ 226.67	$ 60,067.55
44	460-6037	CMP (ALUMINUM 24")	23	LF	$ 40.00	$ 920.00	$ 155.00	$ 3,565.00	$ 225.00	$ 5,175.00	$ 290.00	$ 6,670.00	$ 138.13	$ 3,176.99	$ 285.00	$ 6,555.00	$ 126.00	$ 2,898.00	$ 196.50	$ 4,519.50
45	462-6001	CONC BOX CULV (3 FT X 2 FT)	154	LF	$ 410.00	$ 63,140.00	$ 650.00	$ 100,100.00	$ 561.00	$ 86,394.00	$ 500.00	$ 77,000.00	$ 430.31	$ 66,267.74	$ 472.00	$ 72,688.00	$ 504.00	$ 77,616.00	$ 288.23	$ 44,387.42
46	462-6003	CONC BOX CULV (4 FT X 2 FT)	168	LF	$ 510.00	$ 85,680.00	$ 415.00	$ 69,720.00	$ 557.00	$ 93,576.00	$ 510.00	$ 85,680.00	$ 450.56	$ 75,694.08	$ 525.00	$ 88,200.00	$ 607.00	$ 101,976.00	$ 307.85	$ 51,718.80
47	462-6005	CONC BOX CULV (4 FT X 4 FT)	272	LF	$ 600.00	$ 163,200.00	$ 480.00	$ 130,560.00	$ 654.00	$ 177,888.00	$ 580.00	$ 157,760.00	$ 571.93	$ 155,564.96	$ 595.00	$ 161,840.00	$ 701.00	$ 190,672.00	$ 386.05	$ 105,005.60
48	464-6003	RC PIPE (CL III)(18 IN)	761	LF	$ 115.00	$ 87,515.00	$ 75.00	$ 57,075.00	$ 80.00	$ 60,880.00	$ 126.00	$ 95,886.00	$ 134.68	$ 102,491.48	$ 132.00	$ 100,452.00	$ 121.00	$ 92,081.00	$ 94.88	$ 72,203.68
49	464-6005	RC PIPE (CL III) (24 IN)	419	LF	$ 125.00	$ 52,375.00	$ 95.00	$ 39,805.00	$ 97.00	$ 40,643.00	$ 149.00	$ 62,431.00	$ 137.75	$ 57,717.25	$ 142.00	$ 59,498.00	$ 117.00	$ 49,023.00	$ 110.96	$ 46,492.24
50	464-6007	RC PIPE (CL III) (30 IN)	129	LF	$ 150.00	$ 19,350.00	$ 130.00	$ 16,770.00	$ 137.00	$ 17,673.00	$ 206.00	$ 26,574.00	$ 199.69	$ 25,760.01	$ 205.00	$ 26,445.00	$ 112.00	$ 14,448.00	$ 133.27	$ 17,191.83
51	465-6560	INL(CMP)(PAZD-CZ)(FG)(4FTx4FT-4FTx4FT)	1	EA	$ 10,000.00	$ 10,000.00	$ 5,341.00	$ 5,341.00	$ 10,000.00	$ 10,000.00	$ 7,700.00	$ 7,700.00	$ 7,892.46	$ 7,892.46	$ 9,700.00	$ 9,700.00	$ 6,998.00	$ 6,998.00	$ 2,056.48	$ 2,056.48
52	466-6022	HEADWALL (CH - FW - 15) (DIA= 30 IN)	2	EA	$ 6,500.00	$ 13,000.00	$ 5,000.00	$ 10,000.00	$ 5,300.00	$ 10,600.00	$ 3,450.00	$ 6,900.00	$ 8,196.19	$ 16,392.38	$ 7,900.00	$ 15,800.00	$ 5,331.00	$ 10,662.00	$ 5,830.53	$ 11,661.06
53	466-6165	WINGWALL (FW - S) (HW=4 FT)	1	EA	$ 12,000.00	$ 12,000.00	$ 6,500.00	$ 6,500.00	$ 8,200.00	$ 8,200.00	$ 11,900.00	$ 11,900.00	$ 26,068.72	$ 26,068.72	$ 35,000.00	$ 35,000.00	$ 14,669.00	$ 14,669.00	$ 8,743.23	$ 8,743.23
54	466-6179	WINGWALL (PW - 1) (HW=4 FT)	1	EA	$ 15,000.00	$ 15,000.00	$ 8,500.00	$ 8,500.00	$ 14,000.00	$ 14,000.00	$ 24,800.00	$ 24,800.00	$ 30,454.54	$ 30,454.54	$ 23,000.00	$ 23,000.00	$ 16,533.00	$ 16,533.00	$ 15,293.97	$ 15,293.97
55	466-6180	WINGWALL (PW = 1) (HW=5 FT)	2	EA	$ 17,500.00	$ 35,000.00	$ 14,000.00	$ 28,000.00	$ 14,000.00	$ 28,000.00	$ 25,300.00	$ 50,600.00	$ 29,959.04	$ 59,918.08	$ 19,000.00	$ 38,000.00	$ 16,536.00	$ 33,072.00	$ 14,506.84	$ 29,013.68
56	466-6181	WINGWALL (PW - 1) (HW=6 FT)	1	EA	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00	$ 23,000.00	$ 23,000.00	$ 35,900.00	$ 35,900.00	$ 43,878.33	$ 43,878.33	$ 34,000.00	$ 34,000.00	$ 27,533.00	$ 27,533.00	$ 24,224.74	$ 24,224.74
57	467-6139	SET (TY I)(S= 4 FT)(HW= 3 FT)(4:1) (C)	2	EA	$ 10,000.00	$ 20,000.00	$ 5,000.00	$ 10,000.00	$ 6,700.00	$ 13,400.00	$ 13,700.00	$ 27,400.00	$ 14,070.95	$ 28,141.90	$ 13,500.00	$ 27,000.00	$ 5,077.00	$ 10,154.00	$ 6,014.13	$ 12,028.26
58	467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	18	EA	$ 1,600.00	$ 28,800.00	$ 1,950.00	$ 35,100.00	$ 2,300.00	$ 41,400.00	$ 2,280.00	$ 41,040.00	$ 1,792.26	$ 32,260.68	$ 2,200.00	$ 39,600.00	$ 1,901.00	$ 34,218.00	$ 2,737.62	$ 49,277.16
59	467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	20	EA	$ 1,600.00	$ 32,000.00	$ 2,550.00	$ 51,000.00	$ 2,800.00	$ 56,000.00	$ 2,320.00	$ 46,400.00	$ 2,073.94	$ 41,478.80	$ 2,500.00	$ 50,000.00	$ 2,155.00	$ 43,100.00	$ 3,196.63	$ 63,932.60
60	467-6377	SET (TY II)(24 IN)(CMP)(4:1)(C)	1	EA	$ 1,500.00	$ 1,500.00	$ 3,350.00	$ 3,350.00	$ 2,800.00	$ 2,800.00	$ 3,880.00	$ 3,880.00	$ 2,303.53	$ 2,303.53	$ 2,800.00	$ 2,800.00	$ 2,286.00	$ 2,286.00	$ 3,610.30	$ 3,610.30
61	467-6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	8	EA	$ 2,200.00	$ 17,600.00	$ 3,350.00	$ 26,800.00	$ 2,800.00	$ 22,400.00	$ 3,380.00	$ 27,040.00	$ 2,301.92	$ 18,415.36	$ 2,800.00	$ 22,400.00	$ 2,229.00	$ 17,832.00	$ 3,310.53	$ 26,484.24
62	467-6420	SET (TY II) (30 IN) (RCP) (4: 1) (P)	4	EA	$ 3,700.00	$ 14,800.00	$ 4,000.00	$ 16,000.00	$ 3,200.00	$ 12,800.00	$ 3,710.00	$ 14,840.00	$ 3,597.20	$ 14,388.80	$ 3,500.00	$ 14,000.00	$ 3,133.00	$ 12,532.00	$ 3,991.67	$ 15,966.68
63	481-6021	PIPE (PVC) (SCH 40) (24 IN)	10	LF	$ 300.00	$ 3,000.00	$ 410.00	$ 4,100.00	$ 160.00	$ 1,600.00	$ 490.00	$ 4,900.00	$ 229.97	$ 2,299.70	$ 820.00	$ 8,200.00	$ 147.00	$ 1,470.00	$ 325.61	$ 3,256.10
64	496-6004	REMOV STR (SET)	26	EA	$ 650.00	$ 16,900.00	$ 500.00	$ 13,000.00	$ 303.00	$ 7,878.00	$ 290.00	$ 7,540.00	$ 551.42	$ 14,336.92	$ 460.00	$ 11,960.00	$ 1,197.00	$ 31,122.00	$ 385.28	$ 10,017.28
65	496-6006	REMOV STR (HEADWALL)	2	EA	$ 1,800.00	$ 3,600.00	$ 1,000.00	$ 2,000.00	$ 793.00	$ 1,586.00	$ 11,400.00	$ 22,800.00	$ 5,058.53	$ 10,117.06	$ 2,400.00	$ 4,800.00	$ 3,957.00	$ 7,914.00	$ 385.28	$ 770.56
66	496-6007	REMOV STR (PIPE)	426	LF	$ 25.00	$ 10,650.00	$ 25.00	$ 10,650.00	$ 10.00	$ 4,260.00	$ 15.35	$ 6,539.10	$ 24.08	$ 10,258.08	$ 24.00	$ 10,224.00	$ 35.00	$ 14,910.00	$ 50.00	$ 21,300.00
67	496-6050	REMOV STR (DRIVEWAY CULVERT)	5	EA	$ 1,000.00	$ 5,000.00	$ 1,500.00	$ 7,500.00	$ 811.00	$ 4,055.00	$ 620.00	$ 3,100.00	$ 1,416.26	$ 7,081.30	$ 1,900.00	$ 9,500.00	$ 2,893.00	$ 14,465.00	$ 3,116.70	$ 15,583.50
68	500-6001	MOBILIZATION	1	LS	$ 1,532,977.00	$ 1,532,977.00	$ 906,000.00	$ 906,000.00	$ 280,000.00	$ 280,000.00	$ 1,500,000.00	$ 1,500,000.00	$ 1,667,085.61	$ 1,667,085.61	$ 1,700,000.00	$ 1,700,000.00	$ 1,402,000.00	$ 1,402,000.00	$ 913,719.69	$ 913,719.69
69	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	24	MO	$ 5,000.00	$ 120,000.00	$ 2,500.00	$ 60,000.00	$ 1,000.00	$ 24,000.00	$ 2,770.00	$ 66,480.00	$ 5,188.14	$ 124,515.36	$ 4,800.00	$ 115,200.00	$ 6,100.00	$ 146,400.00	$ 1,048.35	$ 25,160.40
70	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	1,880	LF	$ 45.00	$ 84,600.00	$ 35.00	$ 65,800.00	$ 26.00	$ 48,880.00	$ 35.45	$ 66,646.00	$ 33.00	$ 62,040.00	$ 36.00	$ 67,680.00	$ 41.50	$ 78,020.00	$ 34.00	$ 63,920.00
71	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	105	LF	$ 80.00	$ 8,400.00	$ 65.00	$ 6,825.00	$ 51.00	$ 5,355.00	$ 66.60	$ 6,993.00	$ 62.00	$ 6,510.00	$ 67.00	$ 7,035.00	$ 20.00	$ 2,100.00	$ 51.00	$ 5,355.00
72	506-6006	ROCK FILTER DAM (TY 1)	4	CY	$ 100.00	$ 400.00	$ 150.00	$ 600.00	$ 70.00	$ 280.00	$ 134.00	$ 536.00	$ 125.00	$ 500.00	$ 135.00	$ 540.00	$ 487.00	$ 1,948.00	$ 385.34	$ 1,541.36
73	506-6011	ROCK FILTER DAMS (REMOVE)	1,985	LF	$ 12.00	$ 23,820.00	$ 10.00	$ 19,850.00	$ 2.00	$ 3,970.00	$ 10.75	$ 21,338.75	$ 10.00	$ 19,850.00	$ 10.00	$ 19,850.00	$ 20.50	$ 40,692.50	$ 18.13	$ 35,988.05
74	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	600	SY	$ 32.00	$ 19,200.00	$ 25.00	$ 15,000.00	$ 3.00	$ 1,800.00	$ 21.50	$ 12,900.00	$ 20.00	$ 12,000.00	$ 21.00	$ 12,600.00	$ 46.25	$ 27,750.00	$ 23.87	$ 14,322.00
75	506-6024	CONSTRUCTION EXITS (REMOVE)	600	SY	$ 10.00	$ 6,000.00	$ 10.00	$ 6,000.00	$ 1.00	$ 600.00	$ 10.75	$ 6,450.00	$ 10.00	$ 6,000.00	$ 10.00	$ 6,000.00	$ 20.50	$ 12,300.00	$ 14.69	$ 8,814.00
76	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	11,917	LF	$ 4.50	$ 53,626.50	$ 3.50	$ 41,709.50	$ 4.00	$ 47,668.00	$ 3.20	$ 38,134.40	$ 3.00	$ 35,751.00	$ 3.25	$ 38,730.25	$ 5.00	$ 59,585.00	$ 4.92	$ 58,631.64
77	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	11,917	LF	$ 1.50	$ 17,875.50	$ 1.00	$ 11,917.00	$ 0.50	$ 5,958.50	$ 1.20	$ 14,300.40	$ 1.00	$ 11,917.00	$ 1.20	$ 14,300.40	$ 0.87	$ 10,367.79	$ 1.13	$ 13,466.21
78	508-6001	CONSTRUCTING DETOURS	2,527	SY	$ 80.00	$ 202,160.00	$ 85.00	$ 214,795.00	$ 41.00	$ 103,607.00	$ 90.00	$ 227,430.00	$ 86.14	$ 217,675.78	$ 120.00	$ 303,240.00	$ 80.00	$ 202,160.00	$ 81.67	$ 206,380.09
79	512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	160	LF	$ 45.00	$ 7,200.00	$ 25.00	$ 4,000.00	$ 98.00	$ 15,680.00	$ 53.00	$ 8,480.00	$ 384.11	$ 61,457.60	$ 26.00	$ 4,160.00	$ 108.00	$ 17,280.00	$ 195.49	$ 31,278.40
80	512-6029	PORT CTB (MOVE)(F-SHAPE)(TY 1)	160	LF	$ 12.00	$ 1,920.00	$ 20.00	$ 3,200.00	$ 14.00	$ 2,240.00	$ 50.50	$ 8,080.00	$ 63.83	$ 10,212.80	$ 25.00	$ 4,000.00	$ 20.00	$ 3,200.00	$ 107.65	$ 17,224.00
81	512-6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	160	LF	$ 17.00	$ 2,720.00	$ 25.00	$ 4,000.00	$ 21.00	$ 3,360.00	$ 53.00	$ 8,480.00	$ 384.11	$ 61,457.60	$ 12.00	$ 1,920.00	$ 20.00	$ 3,200.00	$ 107.65	$ 17,224.00
82	530-6004	DRIVEWAYS (CONC)	183	SY	$ 120.00	$ 21,960.00	$ 120.00	$ 21,960.00	$ 195.00	$ 35,685.00	$ 161.00	$ 29,463.00	$ 127.41	$ 23,316.03	$ 140.00	$ 25,620.00	$

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Elizabeth Serrato's Vendor/Austin Engineering Co Inc		Capital Excavation		James Construction Group, LLC		Jordan Foster Construction LLC		Joe Bland Construction, L.P.		Liberty Civil Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
90	542-6001	REMOVE METAL BEAM GUARD FENCE	360	LF	$ 5.00	$ 1,800.00	$ 11.00	$ 3,960.00	$ 5.00	$ 1,800.00	$ 5.25	$ 1,890.00	$ 10.00	$ 3,600.00	$ 6.00	$ 2,160.00	$ 5.50	$ 1,980.00	$ 3.40	$ 1,224.00
91	542-6002	REMOVE TERMINAL ANCHOR SECTION	2	EA	$ 250.00	$ 500.00	$ 260.00	$ 520.00	$ 147.00	$ 294.00	$ 135.00	$ 270.00	$ 250.00	$ 500.00	$ 150.00	$ 300.00	$ 143.00	$ 286.00	$ 340.01	$ 680.02
92	544-6001	GUARDRAIL END TREATMENT (INSTALL)	12	EA	$ 3,300.00	$ 39,600.00	$ 3,280.00	$ 39,360.00	$ 4,000.00	$ 48,000.00	$ 3,690.00	$ 44,280.00	$ 3,125.00	$ 37,500.00	$ 4,000.00	$ 48,000.00	$ 3,922.00	$ 47,064.00	$ 4,731.72	$ 56,780.64
93	544-6003	GUARDRAIL END TREATMENT (REMOVE)	2	EA	$ 350.00	$ 700.00	$ 550.00	$ 1,100.00	$ 500.00	$ 1,000.00	$ 330.00	$ 660.00	$ 500.00	$ 1,000.00	$ 350.00	$ 700.00	$ 348.00	$ 696.00	$ 481.67	$ 963.34
94	550-6001	CHAIN LINK FENCE (INSTALL) (6')	3,865	LF	$ 30.00	$ 115,950.00	$ 38.00	$ 146,870.00	$ 43.00	$ 166,195.00	$ 38.80	$ 149,962.00	$ 36.00	$ 139,140.00	$ 33.00	$ 127,545.00	$ 41.00	$ 158,465.00	$ 40.80	$ 157,692.00
95	550-6012	CHAIN LINK FENCE GATE (INSTALL) (6'X16')	4	EA	$ 3,000.00	$ 12,000.00	$ 4,500.00	$ 18,000.00	$ 5,000.00	$ 20,000.00	$ 1,370.00	$ 5,480.00	$ 1,075.00	$ 4,300.00	$ 1,200.00	$ 4,800.00	$ 1,548.00	$ 6,192.00	$ 1,218.35	$ 4,873.40
96	552-6003	WIRE FENCE (TY C)	5,000	LF	$ 28.00	$ 140,000.00	$ 12.00	$ 60,000.00	$ 14.00	$ 70,000.00	$ 12.10	$ 60,500.00	$ 11.25	$ 56,250.00	$ 13.00	$ 65,000.00	$ 12.00	$ 60,000.00	$ 12.75	$ 63,750.00
97	552-6004	WIRE FENCE (TY D)	5,000	LF	$ 20.00	$ 100,000.00	$ 12.00	$ 60,000.00	$ 14.00	$ 70,000.00	$ 12.10	$ 60,500.00	$ 11.25	$ 56,250.00	$ 12.00	$ 60,000.00	$ 12.00	$ 60,000.00	$ 12.75	$ 63,750.00
98	552-6005	GATE (TY 1)	5	EA	$ 3,500.00	$ 17,500.00	$ 1,100.00	$ 5,500.00	$ 12,000.00	$ 60,000.00	$ 2,110.00	$ 10,550.00	$ 1,025.00	$ 5,125.00	$ 2,300.00	$ 11,500.00	$ 1,318.00	$ 6,590.00	$ 1,161.68	$ 5,808.40
99	552-6006	GATE (TY 2)	5	EA	$ 3,500.00	$ 17,500.00	$ 2,600.00	$ 13,000.00	$ 12,000.00	$ 60,000.00	$ 1,100.00	$ 5,500.00	$ 1,025.00	$ 5,125.00	$ 2,300.00	$ 11,500.00	$ 1,462.00	$ 7,310.00	$ 1,161.68	$ 5,808.40
100	560-6007	MAILBOX INSTALL-S (WC-POST) TY 3	3	EA	$ 250.00	$ 750.00	$ 555.00	$ 1,665.00	$ 300.00	$ 900.00	$ 280.00	$ 840.00	$ 263.96	$ 791.88	$ 300.00	$ 900.00	$ 302.00	$ 906.00	$ 209.67	$ 629.01
101	560-6008	MAILBOX INSTALL-D (WC-POST) TY 3	1	EA	$ 265.00	$ 265.00	$ 575.00	$ 575.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 278.26	$ 278.26	$ 320.00	$ 320.00	$ 319.00	$ 319.00	$ 340.00	$ 340.00
102	560-6014	MAILBOX INSTALL-S (TWG-POST) TY 4	6	EA	$ 450.00	$ 2,700.00	$ 735.00	$ 4,410.00	$ 300.00	$ 1,800.00	$ 470.00	$ 2,820.00	$ 435.00	$ 2,610.00	$ 497.00	$ 2,982.00	$ 499.00	$ 2,994.00	$ 289.00	$ 1,734.00
103	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	25	EA	$ 750.00	$ 18,750.00	$ 630.00	$ 15,750.00	$ 1,000.00	$ 25,000.00	$ 650.00	$ 16,250.00	$ 601.64	$ 15,041.00	$ 690.00	$ 17,250.00	$ 670.00	$ 16,750.00	$ 991.68	$ 24,792.00
104	644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	12	EA	$ 900.00	$ 10,800.00	$ 855.00	$ 10,260.00	$ 1,400.00	$ 16,800.00	$ 880.00	$ 10,560.00	$ 816.76	$ 9,801.12	$ 930.00	$ 11,160.00	$ 936.00	$ 11,232.00	$ 1,416.68	$ 17,000.16
105	644-6017	IN SM RD SN SUP&AM TY10BWG(2)SA(P)	4	EA	$ 1,100.00	$ 4,400.00	$ 1,170.00	$ 4,680.00	$ 1,300.00	$ 5,200.00	$ 1,210.00	$ 4,840.00	$ 1,116.76	$ 4,467.04	$ 1,200.00	$ 4,800.00	$ 1,280.00	$ 5,120.00	$ 1,303.35	$ 5,213.40
106	644-6076	REMOVE SM RD SN SUP&AM	1	EA	$ 120.00	$ 120.00	$ 110.00	$ 110.00	$ 117.00	$ 117.00	$ 104.00	$ 104.00	$ 96.32	$ 96.32	$ 108.00	$ 108.00	$ 110.00	$ 110.00	$ 170.00	$ 170.00
107	658-6014	INSTL DEL ASSM (D-SW)SZ (BR)CTB (BI)	20	EA	$ 30.00	$ 600.00	$ 17.00	$ 340.00	$ 41.00	$ 820.00	$ 17.30	$ 346.00	$ 16.00	$ 320.00	$ 19.00	$ 380.00	$ 18.00	$ 360.00	$ 39.67	$ 793.40
108	658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	8	EA	$ 75.00	$ 600.00	$ 52.00	$ 416.00	$ 129.00	$ 1,032.00	$ 54.50	$ 436.00	$ 50.51	$ 404.08	$ 58.00	$ 464.00	$ 57.00	$ 456.00	$ 124.67	$ 997.36
109	658-6062	INSTL DEL ASSM (D-SW)SZ 1(BRF) GF2(BI)	24	EA	$ 38.00	$ 912.00	$ 38.00	$ 912.00	$ 100.00	$ 2,400.00	$ 39.40	$ 945.60	$ 36.50	$ 876.00	$ 42.00	$ 1,008.00	$ 41.00	$ 984.00	$ 96.33	$ 2,311.92
110	662-6008	WK ZN PAV MRK NON_REMOV (W) 6" (SLD)	9,302	LF	$ 0.50	$ 4,651.00	$ 0.65	$ 6,046.30	$ 1.00	$ 9,302.00	$ 1.05	$ 9,767.10	$ 0.60	$ 5,581.20	$ 1.05	$ 9,767.10	$ 1.00	$ 9,302.00	$ 1.08	$ 10,046.16
111	662-6037	WN ZN PAV MRK NON-REMOV (Y) 6" (SLD)	9,302	LF	$ 0.50	$ 4,651.00	$ 0.65	$ 6,046.30	$ 1.00	$ 9,302.00	$ 1.05	$ 9,767.10	$ 0.60	$ 5,581.20	$ 1.05	$ 9,767.10	$ 1.00	$ 9,302.00	$ 1.08	$ 10,046.16
112	662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	8,496	LF	$ 1.25	$ 10,620.00	$ 0.95	$ 8,071.20	$ 0.80	$ 6,796.80	$ 0.80	$ 6,796.80	$ 0.90	$ 7,646.40	$ 0.80	$ 6,796.80	$ 0.87	$ 7,391.52	$ 0.85	$ 7,221.60
113	662-6067	WK ZN PAV MRK REMOV (W)6"(SLD)	12,017	LF	$ 1.50	$ 18,025.50	$ 0.65	$ 7,811.05	$ 1.00	$ 12,017.00	$ 1.05	$ 12,617.85	$ 0.60	$ 7,210.20	$ 1.05	$ 12,617.85	$ 1.00	$ 12,017.00	$ 1.08	$ 12,978.36
114	662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	8,496	LF	$ 1.25	$ 10,620.00	$ 0.95	$ 8,071.20	$ 0.80	$ 6,796.80	$ 0.80	$ 6,796.80	$ 0.90	$ 7,646.40	$ 0.80	$ 6,796.80	$ 0.87	$ 7,391.52	$ 0.85	$ 7,221.60
115	662-6098	WK ZN PAV MRK REMOV (Y)6"(SLD)	12,017	LF	$ 1.50	$ 18,025.50	$ 0.65	$ 7,811.05	$ 1.00	$ 12,017.00	$ 1.05	$ 12,617.85	$ 0.60	$ 7,210.20	$ 1.05	$ 12,617.85	$ 1.00	$ 12,017.00	$ 1.08	$ 12,978.36
116	662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	70	EA	$ 1.50	$ 105.00	$ 1.10	$ 77.00	$ 2.00	$ 140.00	$ 15.35	$ 1,074.50	$ 2.00	$ 140.00	$ 1.65	$ 115.50	$ 4.00	$ 280.00	$ 1.13	$ 79.10
117	662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	1,308	EA	$ 1.60	$ 2,092.80	$ 1.10	$ 1,438.80	$ 2.00	$ 2,616.00	$ 3.20	$ 4,185.60	$ 1.95	$ 2,550.60	$ 1.65	$ 2,158.20	$ 4.00	$ 5,232.00	$ 1.13	$ 1,478.04
118	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	1,571	LF	$ 1.50	$ 2,356.50	$ 1.60	$ 2,513.60	$ 1.00	$ 1,571.00	$ 1.35	$ 2,120.85	$ 1.50	$ 2,356.50	$ 1.35	$ 2,120.85	$ 1.40	$ 2,199.40	$ 1.42	$ 2,230.82
119	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	244	LF	$ 10.00	$ 2,440.00	$ 15.00	$ 3,660.00	$ 11.00	$ 2,684.00	$ 10.80	$ 2,635.20	$ 14.00	$ 3,416.00	$ 10.75	$ 2,623.00	$ 11.50	$ 2,806.00	$ 11.33	$ 2,764.52
120	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	21	EA	$ 200.00	$ 4,200.00	$ 250.00	$ 5,250.00	$ 259.00	$ 5,439.00	$ 238.00	$ 4,998.00	$ 240.00	$ 5,040.00	$ 237.00	$ 4,977.00	$ 252.00	$ 5,292.00	$ 249.34	$ 5,236.14
121	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	13	EA	$ 210.00	$ 2,730.00	$ 270.00	$ 3,510.00	$ 324.00	$ 4,212.00	$ 300.00	$ 3,900.00	$ 260.00	$ 3,380.00	$ 300.00	$ 3,900.00	$ 316.00	$ 4,108.00	$ 311.67	$ 4,051.71
122	666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	2,888	LF	$ 6.00	$ 17,328.00	$ 11.50	$ 33,212.00	$ 11.00	$ 31,768.00	$ 10.80	$ 31,190.40	$ 11.00	$ 31,768.00	$ 10.00	$ 28,880.00	$ 11.00	$ 31,768.00	$ 11.33	$ 32,721.04
123	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	9,054	LF	$ 1.00	$ 9,054.00	$ 0.55	$ 4,979.70	$ 0.80	$ 7,243.20	$ 0.80	$ 7,243.20	$ 0.50	$ 4,527.00	$ 0.80	$ 7,243.20	$ 0.87	$ 7,876.98	$ 0.85	$ 7,695.90
124	666-6308	RE PM W/RET REQ TY I (W) 6" (SLD)(90MIL)	16,268	LF	$ 0.80	$ 13,014.40	$ 1.05	$ 17,081.40	$ 1.00	$ 16,268.00	$ 1.10	$ 17,894.80	$ 1.00	$ 16,268.00	$ 1.10	$ 17,894.80	$ 1.15	$ 18,708.20	$ 1.13	$ 18,382.84
125	666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL)	975	LF	$ 1.00	$ 975.00	$ 0.55	$ 536.25	$ 1.00	$ 975.00	$ 1.10	$ 1,072.50	$ 0.50	$ 487.50	$ 1.10	$ 1,072.50	$ 1.15	$ 1,121.25	$ 1.13	$ 1,101.75
126	666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	10,399	LF	$ 1.00	$ 10,399.00	$ 0.55	$ 5,719.45	$ 0.80	$ 8,319.20	$ 0.80	$ 8,319.20	$ 0.50	$ 5,199.50	$ 0.80	$ 8,319.20	$ 0.87	$ 9,047.13	$ 0.85	$ 8,839.15
127	666-6320	RE PM W/RET REQ TY I (Y) 6" (SLD)(90MIL)	24,543	LF	$ 0.80	$ 19,634.40	$ 1.05	$ 25,770.15	$ 1.00	$ 24,543.00	$ 1.10	$ 26,997.30	$ 1.00	$ 24,543.00	$ 1.10	$ 26,997.30	$ 1.15	$ 28,224.45	$ 1.13	$ 27,733.59
128	672-6007	REFL PAV MRKR TY I-C	80	EA	$ 5.50	$ 440.00	$ 11.50	$ 920.00	$ 9.00	$ 720.00	$ 8.35	$ 668.00	$ 11.00	$ 880.00	$ 8.35	$ 668.00	$ 8.94	$ 715.20	$ 8.78	$ 702.40
129	672-6009	REFL PAV MRKR TY II-A-A	1,653	EA	$ 5.50	$ 9,091.50	$ 4.50	$ 7,438.50	$ 9.00	$ 14,877.00	$ 8.35	$ 13,802.55	$ 4.00	$ 6,612.00	$ 8.35	$ 13,802.55	$ 8.94	$ 14,777.82	$ 8.78	$ 14,513.34
130	677-6001	ELIM EXT PAV MRK & MRKS (4")	16,822	LF	$ 0.75	$ 12,616.50	$ 1.05	$ 17,663.10	$ 0.50	$ 8,411.00	$ 0.50	$ 8,411.00	$ 1.00	$ 16,822.00	$ 0.50	$ 8,411.00	$ 0.52	$ 8,747.44	$ 0.51	$ 8,579.22
131	677-6002	ELIM EXT PAV MRK & MRKS (6")	18,604	LF	$ 0.80	$ 14,883.20	$ 0.55	$ 10,232.20	$ 0.80	$ 14,883.20	$ 0.70	$ 13,022.80	$ 0.50	$ 9,302.00	$ 0.50	$ 9,302.00	$ 0.75	$ 13,953.00	$ 0.74	$ 13,766.96
132	1004-6001	TREE PROTECTION	11	EA	$ 350.00	$ 3,850.00	$ 500.00	$ 5,500.00	$ 300.00	$ 3,300.00	$ 430.00	$ 4,730.00	$ 400.00	$ 4,400.00	$ 430.00	$ 4,730.00	$ 212.00	$ 2,332.00	$ 691.84	$ 7,610.24
133	3076-6001	D-GR HMA TY-B PG64-22	16,235	TON	$ 120.00	$ 1,948,200.00	$ 105.00	$ 1,704,675.00	$ 117.00	$ 1,899,495.00	$ 106.00	$ 1,720,910.00	$ 100.00	$ 1,623,500.00	$ 108.00	$ 1,753,380.00	$ 110.00	$ 1,785,850.00	$ 132.54	$ 2,151,786.90
134	3076-6003	D-GR HMA TY-B PG64-22 (EXEMPT)	850	TON	$ 125.00	$ 106,250.00	$ 128.00	$ 108,800.00	$ 143.00	$ 121,550.00	$ 130.00	$ 110,500.00	$ 122.00	$ 103,700.00	$ 132.00	$ 112,200.00	$ 135.00	$ 114,750.00	$ 132.54	$ 112,659.00
135	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	200	TON	$ 140.00	$ 28,000.00	$ 194.00	$ 38,800.00	$ 200.00	$ 40,000.00	$ 186.00	$ 37,200.00	$ 175.00	$ 35,000.00	$ 189.00	$ 37,800.00	$ 200.00	$ 40,000.00	$ 239.46	$ 47,892.00
136	3076-6040	D-GR HMA TY-D PG70-22	3,920	TON	$ 140.00	$ 548,800.00	$ 136.00	$ 533,120.00	$ 150.00	$ 588,000.00	$ 138.00	$ 540,960.00	$ 130.00	$ 509,600.00	$ 140.00	$ 548,800.00	$ 149.00	$ 584,080.00	$ 161.11	$ 631,551.20
137	3076-6042	D-GR HMA TY-D SAC-B PG70-22	5,299	TON	$ 140.00	$ 741,860.00	$ 128.00	$ 678,272.00	$ 140.00	$ 741,860.00	$ 130.00	$ 688,870.00	$ 122.00	$ 646,478.00	$ 132.00	$ 699,468.00	$ 135.00	$ 715,365.00	$ 161.11	$ 853,721.89
138	3076-6072	D-GR HMA TY-D PG76-22 (EXEMPT)	945	TON	$ 150.00	$ 141,750.00	$ 139.00	$ 131,355.00	$ 156.00	$ 147,420.00	$ 141.00	$ 133,245.00	$ 133.00	$ 125,685.00	$ 144.00	$ 136,080.00	$ 150.00	$ 141,750.00	$ 170.21	$ 160,848.45
139	3081-6008	TOM-C PG76-22 SAC-B	475	TON	$ 200.00	$ 95,000.00	$ 183.00	$ 86,925.00	$ 200.00	$ 95,000.00	$ 186.00	$ 88,350.00	$ 175.00	$ 83,125.00	$ 189.00	$ 89,775.00	$ 200.00	$ 95,000.00	$ 202.87	$ 96,363.25
140	3084-6001	BONDING COURSE	2,672	GAL	$ 6.00	$ 16,032.00	$ 4.00	$ 10,688.00	$ 4.00	$ 10,688.00	$ 4.15	$ 11,088.80	$ 3.90	$ 10,420.80	$ 4.00	$ 10,688.00	$ 4.00	$ 10,688.00	$ 6.12	$ 16,352.64
141	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	266	DAY	$ 100.00	$ 26,600.00	$ 150.00	$ 39,900.00	$ 100.00	$ 26,600.00	$ 179.00	$ 47,614.00	$ 140.88	$ 37,474.08	$ 134.00	$ 35,644.00	$ 148.00	$ 39,368.00	$ 142.80	$ 37,984.80
142	6185-6002	TMA (STATIONARY)	108	DAY	$ 200.00	$ 21,600.00	$ 225.00	$ 24,300.00	$ 200.00	$ 21,600.00	$ 340.00	$ 36,720.00	$ 427.66	$ 46,187.28	$ 553.00	$ 59,724.00	$ 263.00	$ 28,404.00	$ 255.00	$ 27,540.00
143	505	ENCASEMENT PIPE 12" STEEL	95	LF	$ 80.00	$ 7,600.00	$ 160.00	$ 15,200.00	$ 121.00	$ 11,495.00	$ 178.00	$ 16,910.00	$ 150.00	$ 14,250.00	$ 240.00	$ 22,800.00	$ 319.00	$ 30,305.00	$ 128.88	$ 12,243.60
144	509	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	208	LF	$ 10.00	$ 2,080.00	$ 4.00	$ 832.00	$ 8.00	$ 1,664.00	$ 21.55	$ 4,482.40	$ 50.00	$ 10,400.00	$ 4.00	$ 832.00	$ 2.50	$ 520.00	$ 0.57	$ 118.56
145	510-W1	PIPE, 6" PVC C-900 (RESTRAINED)(ALL DEPTHS),INCLUDING EXCAVATION AND BACKFILL	208	LF	$ 75.00	$ 15,600.00	$ 80.00	$ 16,640.00	$ 34.00	$ 7,072.00	$ 115.00	$ 23,920.00	$ 122.00	$ 25,376.00	$ 232.00	$ 48,256.00	$ 98.00	$ 20,384.00	$ 92.47	$ 19,233.76
146	510-W2	WET CONNECTION, 6"X6"	1	EA	$ 6,000.00	$ 6,000.00	$ 3,750.00	$ 3,750.00	$ 1,800.00	$ 1,800.00	$ 9,100.00	$ 9,100.00	$ 1,500.00	$ 1,500.00	$ 2,200.00	$ 2,200.00	$ 1,439.00	$ 1,439.00	$ 2,889.79	$ 2,889.79
147	510-W3	DUCTILE IRON FITTINGS	0.09	TON	$ 1,310.00	$ 117.90	$ 5,500.00	$ 495.00	$ 753.00	$ 67.77	$ 16,000.00	$ 1,440.00	$ 20,000.00	$ 1,800.00	$ 26,000.00	$ 2,340.00	$ 32,449.00	$ 2,920.41	$ 45,107.89	$ 4,059.71
148	542-6002	MTL BM GD FEN (REMOVE & REINSTALL)	36	LF	$ 15.00	$ 540.00	$ 78.00	$ 2,808.00	$ 29.00	$ 1,044.00	$ 19.65	$ 707.40	$ 74.31	$ 2,675.16	$ 21.00	$ 756.00	$ 20.00	$ 720.00	$ 39.67	$ 1,428.12
149	544-6002	GUARDRAIL END TREATMENT (MOVE & RESET)	1	EA	$ 1,250.00	$ 1,250.00	$ 34.00	$ 34.00	$ 1,768.00	$ 1,768.00	$ 3,290.00	$ 3,290.00	$ 3,250.00	$ 3,250.00	$ 3,500.00	$ 3,500.00	$ 3,493.00	$ 3,493.00	$ 3,400.04	$ 3,400.04
150	504-E	ADJUST WATER VALVE BOXES TO GRADE	10	EA	$ 1,000.00	$ 10,000.00	$ 1,000.00	$ 10,000.00	$ 1,000.00	$ 10,000.00	$ 2,030.00	$ 20,300.00	$ 1,500.00	$ 15,000.00	$ 4,600.00	$ 46,000.00	$ 4,225.40	$ 42,254.00	$ 520.84	$ 5,208.40
151	505-B-16*	ENCSEMENT PIPE, 16" DIA STEEL	36	EA	$ 240.00	$ 8,640.00	$ 230.00	$ 8,280.00	$ 150.00	$ 5,400.00	$ 260.00	$ 9,360.00	$ 1,400.00	$ 50,400.00	$ 400.00	$ 14,400.00	$ 318.00	$ 11,448.00	$ 177.45	$ 6,388.20
152	509-A	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	78	LF	$ 4.00	$ 312.00	$ 10.00	$ 780.00	$ 2.00	$ 156.00	$ 35.45	$ 2,765.10	$ 15.00	$ 1,170.00	$ 17.00	$ 1,326.00	$ 5.00	$ 390.00	$ 0.57	$ 44.46
153	510-A-6"	PIPE 6" DIA DI CL-350(RESTRAINED)CMP IN PL INCLUDING EXCAVATION AND BACKFILL	78	LF	$ 100.00	$ 7,800.00	$ 300.00	$ 23,400.00	$ 67.00	$ 5,226.00	$ 171.00	$ 13,338.00	$ 175.00	$ 13,650.00	$ 150.00	$ 11,700.00	$ 98.00	$ 7,644.00	$ 100.60	$ 7,846.80
154	510-N-12"X6"	WET CONNECTIONS 12"X6"	1	LF	$ 6,000.00	$ 6,000.00	$ 3,750.00	$ 3,750.00	$ 5,800.00	$ 5,800.00	$ 7,600.00	$ 7,600.00	$ 1,500.00	$ 1,500.00	$ 7,000.00	$ 7,000.00	$ 1,921.00	$ 1,921.00	$ 6,716.80	$ 6,716.80
155	510-0	DUCTILE IRON FITTINGS 4" THROUGH 24 INCH	0.20	TON	$ 20,000.00	$ 4,000.00	$ 5,500.00	$ 1,100.00	$ 753.00	$ 150.60	$ 8,600.00	$ 1,720.00	$ 20,000.00	$ 4,000.00	$ 23,000.00	$ 4,600.00	$ 32,449.00	$ 6,489.80	$ 19,995.50	$ 3,999.10
156	511-A-6"	VALVES GATE 6" DIA	1	EA	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 2,900.00	$ 2,900.00	$ 6,100.00	$ 6,100.00	$ 3,500.00	$ 3,500.00	$ 3,900.00	$ 3,900.00	$ 2,878.00	$ 2,878.00	$ 2,460.18	$ 2,460.18
157	511-B	FIRE HYDRANT	1	EA	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00	$ 5,800.00	$ 5,800.00	$ 10,400.00	$ 10,400.00	$ 11,000.00	$ 11,000.00	$ 9,000.00	$ 9,000.00	$ 7,125.00	$ 7,125.00	$ 7,369.17	$ 7,369.17
158	511-H-6"	REMOVAL OF EXISTING VALVE 6" DIA AND INSTALLATION OF BLIND FLANGE	1	EA	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,600.00	$ 1,600.00	$ 7,100.00	$ 7,100.00	$ 2,500.00	$ 2,500.00	$ 2,100.00	$ 2,100.00	$ 2,878.00	$ 2,878.00	$ 536.67	$ 536.67
159	511-J	PROTECT IN PLACE EXISTING WATER VAULT INCLUDING FURNISHING AND INSTALLATION OF CONCRETE BOLLARDS	1	EA	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 1,100.00	$ 1,100.00	$ 7,600.00	$ 7,600.00	$ 750.00	$ 750.00	$ 6,200.00	$ 6,200.00	$ 18,933.00	$ 18,933.00	$ 3,966.71	$ 3,966.71
160	511-J-1	REMOVAL OF EXISTING FIRE HYDRANT AND INSTALLATION OF PLUG	1	EA	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 681.50	$ 681.50	$ 15,300.00	$ 15,300.00	$ 2,500.00	$ 2,500.00	$ 1,900.00	$ 1,900.00	$ 3,500.76	$ 3,500.76	$ 2,433.35	$ 2,433.35
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																				
LHB_1	999-WC01	FORCE ACCOUNT	25,000	DOL	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00
LHB_2	585-WC01	ESTIMATED RIDE QUALITY BONUS/PENALTY	8,530	DOL	1.00	$ 8,530.00	1.00	$ 8,530.00	1.00	$ 8,530.00	1.00	$ 8,530.00	1.00	$ 8,530.00	1.00	$ 8,530.00	1.00	$ 8,530.00	1.00	$ 8,530.00
LHB_3	3076-WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	61,200	DOL	1.00	$ 61,200.00	1.00	$ 61,200.00	1.00	$ 61,200.00	1.00	$ 61,200.00	1.00	$ 61,200.00	1.00	$ 61,200.00	1.00	$ 61,200.00	1.00	$ 61,200.00
LHB_4	3076-WC02	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	53,200	DOL	1.00	$ 53,200.00	1.00	$ 53,200.00	1.00	$ 53,200.00	1.00	$ 53,200.00	1.00	$ 53,200.00	1.00	$ 53,200.00	1.00	$ 53,200.00	1.00	$ 53,200.00
LHB_5	416-WC01	CORE HOLE FOR BRIDGES	8	EA	200.00	$ 1,600.00	200.00	$ 1,600.00	200.00	$ 1,600.00	200.00	$ 1,600.00	200.00	$ 1,600.00	200.00	$ 1,600.00	200.00	$ 1,600.00	200.00	$ 1,600.00
BAGDAD_1	999-WC01	FORCE ACCOUNT	25,000	DOL	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00
BAGDAD_2	585-WC01	ESTIMATED RIDE QUALITY BONUS/PENALTY	4,630	DOL	1.00	$ 4,630.00	1.00	$ 4,630.00	1.00	$ 4,630.00	1.00	$ 4,630.00	1.00	$ 4,630.00	1.00	$ 4,630.00	1.00	$ 4,630.00	1.00	$ 4,630.00
BAGDAD_3	3076-WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	98,300	DOL	1.00	$ 98,300.00	1.00	$ 98,300.00	1.00	$ 98,300.00	1.00	$ 98,300.00	1.00	$ 98,300.00	1.00	$ 98,300.00	1.00	$ 98,300.00	1.00	$ 98,300.00

Williamson County Road Bond Program
Liberty Hill Bypass
December 5, 2023

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Elizabeth Serrato's Vendor/Austin Engineering Co Inc		Capital Excavation		James Construction Group, LLC		Jordan Foster Construction LLC		Joe Bland Construction, L.P.		Liberty Civil Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
BAGDAD_4	3076-WC02	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	98,900	DOL	1.00	$ 98,900.00	1.00	$ 98,900.00	1.00	$ 98,900.00	1.00	$ 98,900.00	1.00	$ 98,900.00	1.00	$ 98,900.00	1.00	$ 98,900.00	1.00	$ 98,900.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 17,295,148.95**		**$ 14,149,449.00**		**$ 14,868,226.12**		**$ 16,341,999.07**		**$ 16,779,889.00**		**$ 17,384,082.77**		**$ 18,201,442.00**		**$ 19,420,000.00**
		ACTUAL BID PROPOSAL						$14,149,449.00		$14,868,226.12		$16,341,999.07		$16,779,889.00		$17,384,082.77		$18,201,442.00		$19,420,000.00
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y		Y		Y
		Child Support-Business Ownership Form						Y		Y		Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		Y		Y
		Debarment Certification						Y		Y		Y		Y		Y		Y		Y

512.767.7300
TBPELS F-1386
TBPELS 10110501
www.LJA.com
2700 La Frontera Boulevard, Suite 150, Round Rock, Texas 78681

December 5, 2023

Anthony Gavlik, PE
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

Re: Liberty Hill Bypass
Williamson County Project No. 24IFB15
Recommendation of Contractor Award

Mr. Gavlik,

Williamson County received 7 bids for construction of the Liberty Hill Bypass project on December 5, 2023. The 7 bids are summarized below and compared in the attached detailed bid tabulation.

#	BIDDER	AMOUNT
1	Chasco Constructors	$ 14,149,449.00
2	Elizabeth Serrato's Vendor/Austin Engineering Co Inc	$ 14,868,226.12
3	Capital Excavation	$ 16,341,999.07
4	James Construction Group, LLC	$ 16,779,889.00
5	Jordan Foster Construction LLC	$ 17,384,082.77
6	Joe Bland Construction, LP	$ 18,201,442.00
7	Liberty Civil Construction	$ 19,420,000.00

Based on the bid tabulation, it is recommended that the contract be awarded to the apparent lower bidder, Chasco Constructors, with a bid of $14,149,449.00. LJA has reviewed their bid, and no mathematical errors were found.

Please feel free to contact me should you have any questions or comments.

Thanks,

Riley Sladek, PE
LJA Engineering

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1100929

Date Filed:
12/05/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Chasco Constructors
ROUND ROCK, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24IFB15
Liberty Hill Bypass (RM1869 to CR279)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Glace Jr., Charles	Round Rock, TX United States	X	
King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Craig R Hunter, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 5th day of December (month), 2023 (year).

Craig R Hunter

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1100932

Date Filed:
12/05/2023

Date Acknowledged:
12/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Chasco Constructors
ROUND ROCK, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24IFB14
CR332 Realignment (South of FM487 to CR313)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Glace Jr., Charles	Round Rock, TX United States	X	
King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **50.**

Meeting Date: 12/12/2023

22IFB138 - CR 366 Change Order #2 (Full Closure, Mowing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $82,015.80 for Project 22IFB138 CR 366 (James Construction) P: 296 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for implementing a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits. Please see the attached Change Order for additional details.

This Change Order results in a net increase of $82,015.80 to the Contract amount, for an adjusted Contract total of $17,787,840.76. The original Contract amount was $17,694,262.46. As a result of this and all Change Orders to-date, $93,578.30 has been added to the Contract, resulting in an 0.53% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB138-CR366_CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 09:06 AM
Form Started By: Julissa Vasquez		Started On: 12/06/2023 01:07 PM
Final Approval Date: 12/07/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **111+79.30** to Sta. **120+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E, 2I** (3 Max. - In order of importance - Primary first)

Project:	***22IFB138***
Roadway:	***CR 366***
CSJ Number:	***0320-04-028***

5. Describe the work being revised:

2I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensate the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. **2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9):** This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

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 12-5-23

By X

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: **$82,015.80**

RECOMMENDED FOR EXECUTION:

Project Manager — 12/6/2023 Date

N/A
Design Engineer — Date

Program Manager — 12/7/2023 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 # 22IFB138***

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
502-6001.1	CR366 Full Closure - TTB Mobilization	LS	$1,500.00	0.00	$0.00	1.00	1.00	$1,500.00	$1,500.00
502-6001.2	CR366 Full Closure - Barricades & Traffic Control	MO	$8,934.40	0.00	$0.00	8.00	8.00	$71,475.20	$71,475.20
502-6001.3	CR366 Full Closure - Additional Signs (MOB)	LS	$265.13	0.00	$0.00	1.00	1.00	$265.13	$265.13
502-6001.4	CR366 Full Closure - Additional Signs	MO	$79.54	0.00	$0.00	7.00	7.00	$556.78	$556.78
730-6002	Mowing Cycle (FULL WIDTH MOWING)	EA	$6,246.78	0.00	$0.00	1.00	1.00	$6,246.78	$6,246.78
POT-1	Pothole for Utilities	LS	$1,971.91	0.00	$0.00	1.00	1.00	$1,971.91	$1,971.91
TOTALS					$0.00			$82,015.80	$82,015.80

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 366
Williamson County Project No. 22IFB138

Change Order No. 2

Reason for Change

This Change Orders provides funds to compensate the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
502-6001.1	CR366 Full Closure - TTB Mobilization	1	LS
502-6001.2	CR366 Full Closure - Barricades & Traffic Control	8	MO
502-6001.3	CR366 Full Closure - Additional Signs (MOB)	1	LS
502-6001.4	CR366 Full Closure - Additional Signs	7	MO
730-6002	Mowing Cycle (Full Width Mowing)	1	EA
POT-01	Pothole for Utilities	1	LS

This Change Order results in a net increase of $82,015.80 to the Contract amount, for an adjusted Contract total of $17,787,840.76. The original Contract amount was $17,694,262.46. As a result of this and all Change Orders to-date, $93,578.30 has been added to the Contract, resulting in an 0.53% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

INVOICE

Date: 7/24/2023

Invoice #

Primoris Services Corporation
James Construction Group

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

	Qty	UM	Description	Unit Price	Total
502-6001.2	1.00	MO	CR366 FULL CLOSURE- BARRICADES SIGNS & TRAFFIC CONTROL	$1,733.10	**$1,733.10**
502-6001.2	4.00	EA	PCMS BOARD RENTAL (EA) (MONTH)	$1,800.33	**$7,201.30**
					$8,934.40
502-6001.1	1.00	LS	TTB MOBILIZATION TO SETUP FULL CLOSURE	$1,500.00	**$1,500.00**
			PREPARED BY: GARY COUCH		
				Total	**$10,434.40**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	7/17/2023	**Project:**	CR366	**County:**	WILLIAMSON
CO Pricing Good For:	**15 Days**	**Control:**	22IFB138	**Highway:**	CR366
Description:	ADDED MONTHLY RENTAL FOR CR 366 CLOSURE	**Original Contract:**	**Net CO:**	**Revised Contract:**	
Estimated Qty:	1.00 MO	**Narrative:**	22IFB138- CR 366 Closure - Wilco has decided to close CR 366 through traffic until the project construction is completed. The monthly rental pricing below is for the added traffic control devices to CR366.		
Estimated Change in Contract Sum:	$ 1,733.10				
Estimated Change In Contract Time:	TBD				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

LABOR	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Marco Perez	10.00	0.00	HRS MO	$ 23.00	$ -	$ 230.00
Joseph Needham	10.00	0.00	HRS MO	$ 25.00	$ -	$ 250.00

Subtotal	$ 480.00
25% Profit	$ 120.00
55% Burdens	$ 264.00
Total Labor	**$ 864.00**

EQUIPMENT	**QTY**	**UM**	**Rate**	**Extended**
TRAFFIC CONTROL TRUCK	10.00	HRS MO	$ 28.43	$ 284.30

Subtotal	$ 284.30
15% Profit	$ 42.65
Total Equipment	**$ 326.95**

SUBCONTRACTORS	**QTY**	**UM**	**Price**	**Extended**
TTB ADDED SIGNS	1.00	MO	$ 500.00	$ 500.00

Subtotal	$ 500.00
5% Profit	$ 25.00
Total Subcontract	**$ 525.00**

MATERIAL	**QTY**	**UM**	**Price**	**Extended**

Subtotal	$ -
25% Markup	$ -
Total Material	**$ -**

TOTAL OF WORK PERFORMED	**$ 1,715.95**
BOND FEE (ADD 1%)	**$ 17.16**
TOTAL COST	**$ 1,733.10**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 1,733.10**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	7/17/2023	**Project:**	CR366	**County:**	WILLIAMSON
CO Pricing Good For:	**15 Days**	**Control:**	22IFB138	**Highway:**	CR366
Description:	ADDED MONTHLY RENTAL FOR CR 366 CLOSURE	**Original Contract:**	**Net CO:**	**Revised Contract:**	
Estimated Qty:	4.00 EA	**Narrative:**	22IFB138- CR 366 Closure - Wilco has decided to close CR 366 through traffic until the project construction is completed. The monthly rental pricing below is for the added traffic control devices to CR366.		
Estimated Change in Contract Sum:	$ 7,201.30				
Estimated Change In Contract Time:	TBD				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

LABOR	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**		**Extended**
					Subtotal	$	-
					25% Profit	$	-
					55% Burdens	$	-
					Total Labor	**$**	**-**

EQUIPMENT	**QTY**	**UM**	**Rate**		**Extended**
PCMS BOARD RENTAL (1 EA)	4.00	EA	$ 1,550.00	$	6,200.00
			Subtotal	$	6,200.00
			15% Profit	$	930.00
			Total Equipment	**$**	**7,130.00**

SUBCONTRACTORS	**QTY**	**UM**	**Price**		**Extended**
			Subtotal	$	-
			5% Profit	$	-
			Total Subcontract	**$**	**-**

MATERIAL	**QTY**	**UM**	**Price**		**Extended**
			Subtotal	$	-
			25% Markup	$	-
			Total Material	**$**	**-**

TOTAL OF WORK PERFORMED	**$**	**7,130.00**
BOND FEE (ADD 1%)	**$**	**71.30**
TOTAL COST	**$**	**7,201.30**
UNIT PRICE (TOTAL COST/EST. QTY)	**$**	**1,800.33**

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

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 $845.00	USD $235.00	USD $59.00	USD $9.00	USD $23.58	USD $28.38
Adjustments						
Region (Texas: 101%)	USD $8.45	USD $2.35	USD $0.59	USD $0.09		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $853.45**	**USD $237.35**	**USD $59.59**	**USD $9.09**	**USD $23.58**	**USD $28.43**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.42
Idling Rate	USD $24.55

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	56%	USD $473.20/mo
Overhaul (ownership)	22%	USD $185.90/mo
CFC (ownership)	9%	USD $76.05/mo
Indirect (ownership)	13%	USD $109.85/mo
Fuel (operating) @ USD 3.46	84%	USD $19.70/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.

The equipment represented in this report has been exclusively prepared for BRIAN CHAFFE (bchaffe@prim.com)

www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US Dollars ($)

Rental Rate Blue Book®

July 18, 2023

Miscellaneous SOLAR MESSAGE
Trailer Mounted Changeable Message Dot Signs

Size Class:
All
Weight:
N/A

Configuration for SOLAR MESSAGE

Horsepower	**N/A**	Power Mode	**Solar**

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 $1,255.00	USD $350.00	USD $88.00	USD $13.00	USD $0.64	USD $7.77
Adjustments						
Region (Texas: 101.1%)	USD $13.81	USD $3.85	USD $0.97	USD $0.14		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,268.81**	**USD $353.85**	**USD $88.97**	**USD $13.14**	**USD $0.64**	**USD $7.85**

Non-Active Use Rates

	Hourly
Standby Rate	USD $3.60
Idling Rate	USD $7.21

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	57%	USD $715.35/mo
Overhaul (ownership)	19%	USD $238.45/mo
CFC (ownership)	12%	USD $150.60/mo
Indirect (ownership)	12%	USD $150.60/mo

Fuel cost data is not available for these rates.

Revised Date: 3rd 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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www.equipmentwatch.com

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Texas Traffic and Barricade

County:	WILLIAMSON	Estimator:	Matt Langenfeld
Highway:	CR 366	Cell:	817.905.5456
Description:	DETOUR	Office:	
Control No:		Address:	580 County Road 196
Date:	7/13/2023	Address Cont.:	Georgetown, TX 78626
Job#:		Email:	mattl@ttbarricade.com

TRAFFIC CONTROL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
500	MOBILIZATION	1	LS	$1,500.00	$1,500.00
502	MONTHLY RENTAL RATE FOR DETOUR	1	MO	$500.00	$500.00
6001	MONTHLY RENTAL FOR 4 MESSAGE BOARDS	1	MO	$6,200.00	$6,200.00
	* TERM OF 1 MONTH IS FOR ESTIMATE PURPOSES				
	ONLY.				
	* CONTRACTOR SHALL DETERMINE TIME FRAME				
	FOR RENTAL.				
	* CONTRACTOR WILL BE RESPONSIBLE FOR DAILY				
	MOVEMENT OF DEVICES AFTER INITIAL SETUP.				
EST TOTAL					$8,200.00

NOTES:

*** NOTES AND EXCLUSIONS FROM ORIGINAL CONTRACT WILL APPLY.**

In consideration of the Lessor leasing to the Lessee, the Lessee agrees as follows:

To keep safely and carefully the property leased from Texas Traffic and Barricade.

To report to Lessor the removal of equipment from original project (By Contractor).

To report immediately any theft or damage of the leased property to Texas Traffic and Barricade.

Lessee agrees to indemnify and hold harmless the Lessor of any and all claims or suits made or filed for bodily injury and/or property damage growing out of the use of leased property, it being agreed that upon delivery the leased property has passed out of the control of the Lessor and control is assumed by Lessee.

Lessee further agrees that in the event of failure, malfunction, or damage to any of the equipment leased to Lessee by Lessor under this Agreement, Lessee will promptly notify Lessor, and that time is of the essence in regard to such notice, due to the nature and use made of such property.

Any subcontracts entered to as a result of this quotation will contain the following Language:

"Subcontractor shall indemnify and save harmless the contractor and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees provided such claims, damages and reasonable expenses are attributable to injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by the negligent acts of subcontractor or its agents or employees, in the execution or performance of this contract.

Subcontractor's obligation to indemnify contractor shall extend only to the percentage of negligence of subcontractor in contributing to such claims, demands, Liabilities or reasonable expenses."

Signature: _____ **Date:** _____
Customer

ACCEPTED BY: _____ _____
Matt Langenfeld

DATE: _____ Texas Traffic and Barricade, LLC

INVOICE

Date: 8/18/2023

Invoice #

Primoris Services Corporation
James Construction Group

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

Qty	UM	Description	Unit Price	Total
730-6002				
1.00	CL	06/27/2023 MOWING CYCLE - CR366	$6,246.78	**$6,246.78**
		PREPARED BY: GARY COUCH		
			Total	**$6,246.78**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	8/18/2023	**Project:**	CR366	**County:**	WILLIAMSON
CO Pricing Good For:	**15 Days**	**Control:**	22IFB138	**Highway:**	CR366
Description:	Mowing Cycle	**Original Contract:**		**Net CO:**	**Revised Contract:**
Estimated Qty:	1.00 LS	**Narrative:**	22IFB138- CR 366 Mowing Cycle on County Road 366. Mowing areas County Road 366, Chandler Road, & County Road 397.		
Estimated Change in Contract Sum:	$ 6,246.78				
Estimated Change In Contract Time:	TBD				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

LABOR	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
JESUS GONZALEZ	30.00	0.00	HR	$ 27.00	$ -	$ 810.00
MARCO PEREZ	15.00	0.00	HR	$ 23.00	$ -	$ 345.00
JOSHUA HEITMAN	15.00	0.00	HR	$ 23.00	$ -	$ 345.00
					Subtotal	$ 1,500.00
					15% Markup	$ 225.00
					55% Burdens	$ 825.00
					Total Labor	**$ 2,550.00**

EQUIPMENT	**QTY**	**UM**	**Rate**	**Extended**
WORK TRUCK F-250	30.00	HRS	$ 28.43	$ 852.90
KUBOTA TRACTOR M7060HD/LDR (PLUS TAX)	1.00	WK	$ 1,368.29	$ 1,368.29
KUBOTA 8' SHREDDER (PLUS TAX)	1.00	WK	$ 689.62	$ 689.62
			Subtotal	$ 2,910.81
			15% Markup	$ 436.62
			Total Equipment	**$ 3,347.43**

SUBCONTRACTORS	**QTY**	**UM**	**Price**	**Extended**
EWALD KUBOTE - DELIVERY & PICK UP	1.00	LS	$ 250.00	$ 250.00
			Subtotal	$ 250.00
			15% Markup	$ 37.50
			Total Subcontract	**$ 287.50**

MATERIAL	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$0.00
			15% Markup	$ -
			Total Material	**$ -**

TOTAL OF WORK PERFORMED	**$ 6,184.93**
BOND FEE (ADD 1%)	**$ 61.85**
TOTAL COST	**$ 6,246.78**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 6,246.78**

RENTAL QUOTE

7/19/2023

Ewald Kubota

www.ewaldkubota.com

Lessor	James Construction
Address	
City	
Phone	Hector
Email	

512/385-2800 Austin
Mon-Fri 8am-5pm Sat 8am-12Noon
www.ewaldkubota.com

Model	Equipment Description	Daily Rate	Class #	Weight #	Ext. Rate
Weekly M7060HD/LDR	70hp 4wd tractor w/loader	$350.00	*TL700	6500	$1,250.00
Weekly 8' Shredder	LandPride 8' 3pt Shredder	$180.00	*RC500	1587	$630.00
	✓ 8087			***Rental Subtotal***	**$1,880.00**

Rental Period:	**Weekly**

Rental Periods are defined as:

Daily	-	**8 Hours**
Weekend	-	**16 Hours**
Weekly	-	**40 Hours**
Monthly	-	**160 Hours**

CC Number:

Expiration:

CSV:

CURRENT HOURS ON EQUIPMENT:	**EQUIPMENT DUE BACK:**

I acknowledge that I am the sole insurer of this equipment at all times and any damages will be charged to me and to the credit card on file. **I acknowledge that I will be charged a $200 cleaning fee if the rental equipment is not returned clean**. I acknowledge and agree to the rental contract as written on the revers page of this invoice

Lessor Name: James Construction

Lessor Signature: _____

EXEMPT AGRICULTURE PURPOSE

The Undersigned hereby has a registered sales tax exemption number on file:

James
Lessor

_____
Signature

Rental Subtotal		**$1,880.00**
HET		$2.18
Delivery		$250.00
Sales Tax	8.25%	$175.73
Insurance	14.00%	$0.00
Total		$2,307.90

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

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 $845.00	USD $235.00	USD $59.00	USD $9.00	USD $23.58	USD $28.38
Adjustments						
Region (Texas: 101%)	USD $8.45	USD $2.35	USD $0.59	USD $0.09		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $853.45**	**USD $237.35**	**USD $59.59**	**USD $9.09**	**USD $23.58**	**USD $28.43**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.42
Idling Rate	USD $24.55

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	56%	USD $473.20/mo
Overhaul (ownership)	22%	USD $185.90/mo
CFC (ownership)	9%	USD $76.05/mo
Indirect (ownership)	13%	USD $109.85/mo
Fuel (operating) @ USD 3.46	84%	USD $19.70/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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www.equipmentwatch.com

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INVOICE

Date: 9/25/2023

Invoice #

Primoris Services Corporation

James Construction Group

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

	Qty	UM	Description	Unit Price	Total
502-6001.4	1.00	MO	ADDED SIGNS CR366 FULL CLOSURE- BARRICADES SIGNS & TRAFFIC CONTROL	$79.54	**$79.54**
502-6001.3	1.00	LS	DELIVERY FEE & SET UP - TTB	$265.13	**$265.13**
			PREPARED BY: GARY COUCH		
				Total	**$344.66**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	9/25/2023	**Project:**	CR366	**County:**	WILLIAMSON
CO Pricing Good For:	**15 Days**	**Control:**	22IFB138	**Highway:**	CR366
Description:	ADDED MONTHLY RENTAL FOR CR 366 CLOSURE	**Original Contract:**	**Net CO:**	**Revised Contract:**	
Estimated Qty:	1.00 MO	**Narrative:**	22IFB138- CR 366 Closure - Wilco has decided to add signs to closure of CR 366. The monthly rental pricing below is for the added traffic control devices to CR366.		
Estimated Change in Contract Sum:	$ 79.54				
Estimated Change In Contract Time:	TBD				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

LABOR	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
					Subtotal	$ -
					25% Profit	$ -
					55% Burdens	$ -
					Total Labor	**$ -**

EQUIPMENT	**QTY**	**UM**	**Rate**	**Extended**
			Subtotal	$ -
			15% Profit	$ -
			Total Equipment	**$ -**

SUBCONTRACTORS	**QTY**	**UM**	**Price**	**Extended**
CUSTOM 48X36 SIGNS WITH STANDS - TTB	1.00	MO	$75.00	$75.00
			Subtotal	$ 75.00
			5% Profit	$ 3.75
			Total Subcontract	**$ 78.75**

MATERIAL	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$0.00
			25% Markup	$ -
			Total Material	**$ -**

TOTAL OF WORK PERFORMED	**$ 78.75**
BOND FEE (ADD 1%)	**$ 0.79**
TOTAL COST	**$ 79.54**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 79.54**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	9/25/2023	**Project:**	CR366	**County:**	WILLIAMSON
CO Pricing Good For:	**15 Days**	**Control:**	22IFB138	**Highway:**	CR366
Description:	ADDED MONTHLY RENTAL FOR CR 366 CLOSURE	**Original Contract:**	**Net CO:**	**Revised Contract:**	
Estimated Qty:	1.00 MO	**Narrative:**	22IFB138- CR 366 Closure - Wilco has decided to add signs to closure of CR 366. The monthly rental pricing below is for the added traffic control devices to CR366.		
Estimated Change in Contract Sum:	$ 265.13				
Estimated Change In Contract Time:	TBD				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

LABOR	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
					Subtotal	$ -
					25% Profit	$ -
					55% Burdens	$ -
					Total Labor	**$ -**

EQUIPMENT	**QTY**	**UM**	**Rate**	**Extended**
			Subtotal	$ -
			15% Profit	$ -
			Total Equipment	**$ -**

SUBCONTRACTORS	**QTY**	**UM**	**Price**	**Extended**
DELIVERY FEE & SET UP	1.00	LS	$ 250.00	$ 250.00
			Subtotal	$ 250.00
			5% Profit	$ 12.50
			Total Subcontract	**$ 262.50**

MATERIAL	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$ -
			25% Markup	$ -
			Total Material	**$ -**

TOTAL OF WORK PERFORMED	**$ 262.50**
BOND FEE (ADD 1%)	**$ 2.63**
TOTAL COST	**$ 265.13**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 265.13**

Texas Traffic and Barricade

County:	WILLIAMSON	Estimator:	Matt Langenfeld
Highway:	CR 366	Cell:	817.905.5456
Description:	DETOUR CHANGE ORDER	Office:	
Control No:		Address:	580 County Road 196
Date:	8/2/2023	Address Cont.:	Georgetown, TX 78626
Job#:		Email:	mattl@ttbarricade.com

TRAFFIC CONTROL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
500	DELIVERY	1	LS	$250.00	$250.00
502	2 EA CUSTOM 48X36 SIGNS WITH STANDS	6	MO	$75.00	$450.00
	* TERM OF 6 MONTHS IS FOR ESTIMATE PURPOSES				
	ONLY.				
	* CONTRACTOR SHALL DETERMINE TIME FRAME				
	FOR RENTAL.				
	* CONTRACTOR WILL BE RESPONSIBLE FOR DAILY				
	MOVEMENT OF DEVICES AFTER INITIAL SETUP.				
EST TOTAL					$700.00

NOTES:

*** NOTES AND EXCLUSIONS FROM ORIGINAL CONTRACT WILL APPLY.**

In consideration of the Lessor leasing to the Lessee, the Lessee agrees as follows:

To keep safely and carefully the property leased from Texas Traffic and Barricade.

To report to Lessor the removal of equipment from original project (By Contractor).

To report immediately any theft or damage of the leased property to Texas Traffic and Barricade.

Lessee agrees to indemnify and hold harmless the Lessor of any and all claims or suits made or filed for bodily injury and/or property damage growing out of the use of leased property, it being agreed that upon delivery the leased property has passed out of the control of the Lessor and control is assumed by Lessee.

Lessee further agrees that in the event of failure, malfunction, or damage to any of the equipment leased to Lessee by Lessor under this Agreement, Lessee will promptly notify Lessor, and that time is of the essence in regard to such notice, due to the nature and use made of such property.

Any subcontracts entered to as a result of this quotation will contain the following Language:

"Subcontractor shall indemnify and save harmless the contractor and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees provided such claims, damages and reasonable expenses are attributable to injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by the negligent acts of subcontractor or its agents or employees, in the execution or performance of this contract.

Subcontractor's obligation to indemnify contractor shall extend only to the percentage of negligence of subcontractor in contributing to such claims, demands, Liabilities or reasonable expenses."

Signature: _____ **Date:** _____
Customer

ACCEPTED BY: _____ _____
Matt Langenfeld

DATE: _____ Texas Traffic and Barricade, LLC

INVOICE

Date: 8/22/2023

Invoice #

Primoris Services Corporation

James Construction Group

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

	Qty	UM	Description	Unit Price	Total
POT-1	1.00	CL	Pothole 8/10/22 - Existing Utilities CR366	$1,971.91	**$1,971.91**
			PREPARED BY: GARY COUCH		
				Total	**$1,971.91**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	8/22/2023	**Project:**	CR366	**County:**	WILLIAMSON
CO Pricing Good For:	**15 Days**	**Control:**	22IFB138	**Highway:**	CR366
Description:	Pothole 8/10/22	**Original Contract:**	**Net CO:**	**Revised Contract:**	
Estimated Qty:	1.00 LS	**Narrative:**	22IFB138- CR 366 - 08/08/2023 Pothole existing utilities on CR366.		
Estimated Change in Contract Sum:	$ 1,971.91				
Estimated Change In Contract Time:	TBD				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

LABOR	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
CRAIG WRATCHFORD	4.00	0.00	HR	$ 28.00	$ -	$ 112.00

Subtotal	$	112.00
15% Markup	$	16.80
55% Burdens	$	61.60
Total Labor	**$**	**190.40**

EQUIPMENT	**QTY**	**UM**	**Rate**	**Extended**
WORK TRUCK F-150	4.00	HRS	$ 39.67	$ 158.68

Subtotal	$	158.68
15% Markup	$	23.80
Total Equipment	**$**	**182.48**

SUBCONTRACTORS	**QTY**	**UM**	**Price**	**Extended**
BADGER - UTILITY POTHOLE 08/08/2023	1.00	LS	$ 1,373.48	$ 1,373.48

Subtotal	$	1,373.48
15% Markup	$	206.02
Total Subcontract	**$**	**1,579.50**

MATERIAL	**QTY**	**UM**	**Price**	**Extended**

Subtotal		$0.00
15% Markup	$	-
Total Material	**$**	**-**

TOTAL OF WORK PERFORMED	**$**	**1,952.38**
BOND FEE (ADD 1%)	**$**	**19.52**
TOTAL COST	**$**	**1,971.91**
UNIT PRICE (TOTAL COST/EST. QTY)	**$**	**1,971.91**

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

June 26, 2023

Ford F-150 XL 4x4 Gas
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for F-150 XL 4x4 Gas

Power Mode	**Gasoline**	Wheelbase	**122.8 Inches**
Model Trim	**XL**	Gross Vehicle Weight Rating	**6050 Pounds**

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 $2,260.00	USD $635.00	USD $160.00	USD $24.00	USD $27.00	USD $39.84
Adjustments						
Region (Texas: 99.4%)	(USD $13.56)	(USD $3.81)	(USD $0.96)	(USD $0.14)		
Model Year (2022: 99.25%)	(USD $16.76)	(USD $4.71)	(USD $1.19)	(USD $0.18)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,229.68**	**USD $626.48**	**USD $157.85**	**USD $23.68**	**USD $27.00**	**USD $39.67**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $6.33
Idling Rate	USD $31.19

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25%	USD $565.00/mo
Overhaul (ownership)	43%	USD $971.80/mo
CFC (ownership)	15%	USD $339.00/mo
Indirect (ownership)	17%	USD $384.20/mo
Fuel (operating) @ USD 3.46	69%	USD $18.52/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.

The equipment represented in this report has been exclusively prepared for BRIAN CHAFFE (bchaffe@prim.com)

www.equipmentwatch.com

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Badger Contact Info: 108 NXNE Drive
Hutto, TX 78634

JAMES CONSTRUCTION GROUP LLC
5880 W HWY 190, SUITE 100
Belton, TX, 76513

Ticket Number: TKT-080723-967727
Ticket Date: 08-08-2023
Job Number: SR0000443220
Paper Ticket #:

Job Name: Taylor Potholing - 07-10-2023 09:46 AM
Site Location: 12365 US-79 Taylor, TX, 76574-4648

PO/WO #:
AFE/JOB #: 10907 / 10906
Phone: 254 346-5037

Requesters Name:
Cost Centre/GL:
Job Name:
Major/Minor:
User/Approver ID:
Rig/Well Pad #:
Other Order #:

This is not an invoice
Total subject to change based on taxes, fees and other charges.

Item	Item Description	Unit #	Quantity	Rate	UOM	Amount
Badger Hydrovac With Operator		2226	4	$279.38	HR	$1117.52
Consumable Materials		2226	1	$28.05	EA	$28.05
Supply Water		2226	1	$112.20	EA	$112.20
Disposition		2226	1	$0.00	EA	$0.00
Fluctuating Fuel Recovery		2226			EA	$115.71

Notes:

Ticket Total: $1373.48

Approved By:

Approver Name:
Approver Phone #:

Unless Buyer expressly advises otherwise, Buyer represents and warrants that the soil and groundwater in the area of the Hydrovac excavation operations is not contaminated with any non-naturally occurring substance, and buyer hereby indemnifies and holds Badger Daylighting Corp (or LP in Canada's case), and its directors, officers, employees, agents, and contractors harmless from all losses, costs, expenses, and penalties which it or they directly or indirectly suffer or incur in the event the soil and or groundwater is contaminated with any substance other than naturally occurring substances.

Commissioners Court - Regular Session **51.**

Meeting Date: 12/12/2023

Atlas 14 Flood Plain Maps Update AECOM PSA Amendment No. 3

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 3 to the Flood Plain Maps Update (Atlas 14 - Brushy Creek Basin Study) project contract between Williamson County and AECOM Technical Services, Inc. relating to the Texas Water Development Board (TWDB) Agreement.
Project: P583 Fund Source: FIF Grant Match

Background

AECOM Contract Amendment No. 3 amends the Exhibit D - Rate Schedule to add a new sub-consultant, May Engineering, Inc., labor rate for a Senior Qa/QC Engineer. There are no other changes proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas14(BrushyCrBasin)-AECOM-PSAAmendment03

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:15 AM
Form Started By: Marie Walters		Started On: 12/06/2023 01:24 PM
Final Approval Date: 12/07/2023		

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and AECOM Technical Services, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 23, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $3,191,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: 10-Nov-23	By: _____
Signature	Signature
Tom Wright	_____
Printed Name	Printed Name
Associate Vice President	_____
Title	Title
10NOV2023	_____
Date	Date

APPROVED
By Christen Eschberger at 2:06 pm, Dec 06, 2023

EXHIBIT D

RATE SCHEDULE

See attachments D.1, D.2, D.3 and D.4 for rate schedules from AECOM, CP&Y, M&E and MAY Engineering

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D.1

AECOM Technical Services, Inc. Rate Schedule

Title / Role	Revised Bill Rate
Principal	$285
Technical Advisor II	$274
Technical Advisor I	$252
Senior Project Manager III	$263
Senior Project Manager II	$242
Senior Project Manager I	$219
Project Manager III	$197
Project Manager II	$176
Project Manager I	$148
Senior Engineer III	$230
Senior Engineer II	$209
Senior Engineer I	$186
Engineer III / Scientist III	$165
Engineer II / Scientist II	$143
Engineer I / Scientist I	$126
EIT III / Scientist III	$110
EIT II / Scientist II	$99
EIT I / Scientist I	$87
Senior Technical Coordinator	$159
Technical Coordinator II	$148
Technical Coordinator I	$137
Senior Public Involvement Specialist	$176
CAD / GIS V	$120
CAD / GIS IV	$104
CAD / GIS III	$94
CAD / GIS II	$82
CAD / GIS I	$71
Project Admin II	$94
Project Admin I	$77

The above rates are based on the rate schedule in Exhibit D of the original contract multiplied by a fraction described as follows, and rounded to the nearest whole number:

- Numerator: **271.634** = January 2022 U.S. Department of Labor Consumer Price Index for All Urban Customers, All Items, South Region (Base 1982-84 = 100)
- Denominator: **255.319** = March 2021 U.S. Department of Labor Consumer Price Index for All Urban Customers, All Items, South Region (Base 1982-84 = 100)

This fraction represents an increase of approximately **6.39%** to the billing rates.

Approved June 7, 2022

Exhibit D.2

CP&Y Rate Schedule

CP&Y, INC.
STANDARD RATES SCHEDULE

Effective February 28, 2019

Personnel Charges:

Charges for employees are computed utilizing the following rate schedule. These rates include salary, fringe benefits, overhead and General and Administrative (G&A) costs. Time spent in either local or inter-city travel will be charged for in accordance with the following rate schedule.

STAFF CATEGORY	RATE/HOUR
Project Manager	$ 200.00
RPLS	$ 150.00
Senior Survey Technician	$ 126.00
CADD Technician / Research	$ 105.00
Executive Assistant	$ 84.00
1 Person Survey Crew w/GPS	$ 125.00
2 Person Survey Crew w/GPS	$ 150.00
3 Person Survey Crew w/GPS	$ 180.00
SUE Crew 1 Person	$ 125.00
SUE Crew 2 Person	$ 165.00
SUE Crew 2 Person w/Vac Truck	$ 235.00

Approved March 23, 2021

Exhibit D.3

M&E Rate Schedule

M&E Consultants		
Labor Rates		
	M&E Consultants, LLC	
Item No.	**Description**	Hourly Rate
	POSITIONS	
2	Principal	$204.29
4	Quality Assurance/Quality Control Manager	$179.77
5	Project Manager/Project Engineer	$163.43
9	Contracts Manager	$204.29
10	Contracts Specialist	$125.29
16	Sr. Agricultural Engineer	$177.05
19	Sr. Civil Engineer	$190.65
23	Engineer EIT	$82.95
33	Senior Hydrology & Hydraulic Engineer	$166.88
87	Mid-Level Environmental Specialist	$117.59
92	Senior Planner	$177.05
93	Mid-Level Planner	$117.07
96	Senior Economist	$177.05
97	Senior Soil Scientist & Geologist	$170.49
105	Civil Engineering Technician II	$92.16
117	Admin. Assistant	$60.30
123	Survey Technician III	$84.21
124	Survey Technician II	$78.98
125	Survey Technician I	$47.59
126	CAD Tech I	$44.85
127	CAD Tech II	$69.32
133	Senior Construction Inspector	$77.02
134	Mid-Level Construction Inspector	$69.32
135	Construction Inspector	$51.35
	Senior Soil Conservation Technication	$76.26

Approved March 23, 2021

Exhibit D.4

MAY Engineering, Inc.

May Engineering Labor Rates

Labor Category	Name	Rate
Senior QA/QC Engineer	Seyoum Asamenaw	$130/hr

New

Commissioners Court - Regular Session **52.**

Meeting Date: 12/12/2023

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

20231207_LRTP_ControlledAccess

20231207_TranspPlan

20231207_TranspPlanUpdates

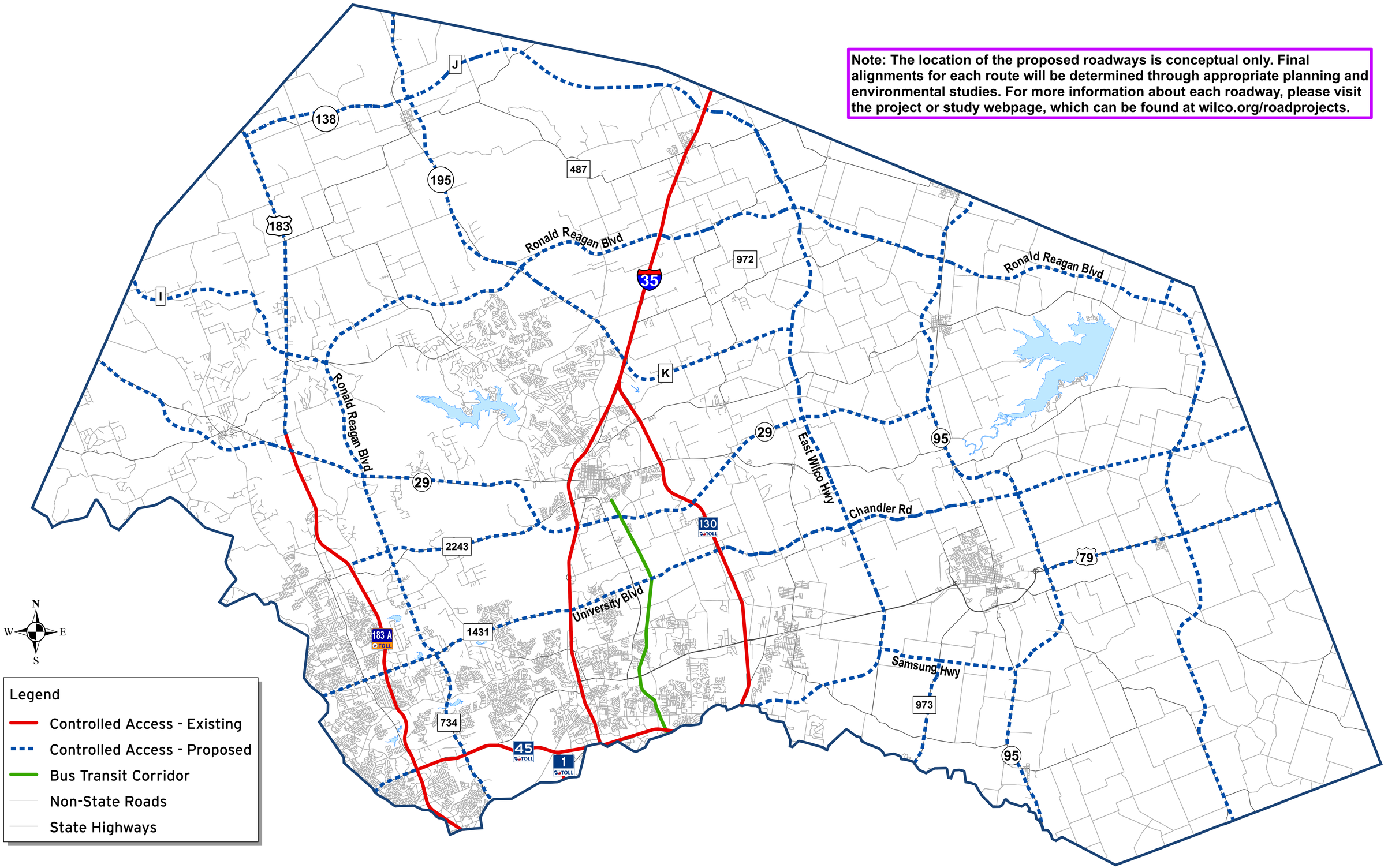
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:22 AM
Form Started By: Marie Walters		Started On: 12/07/2023 10:13 AM
Final Approval Date: 12/07/2023		

Revision date : 12/12/2023

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.



Legend

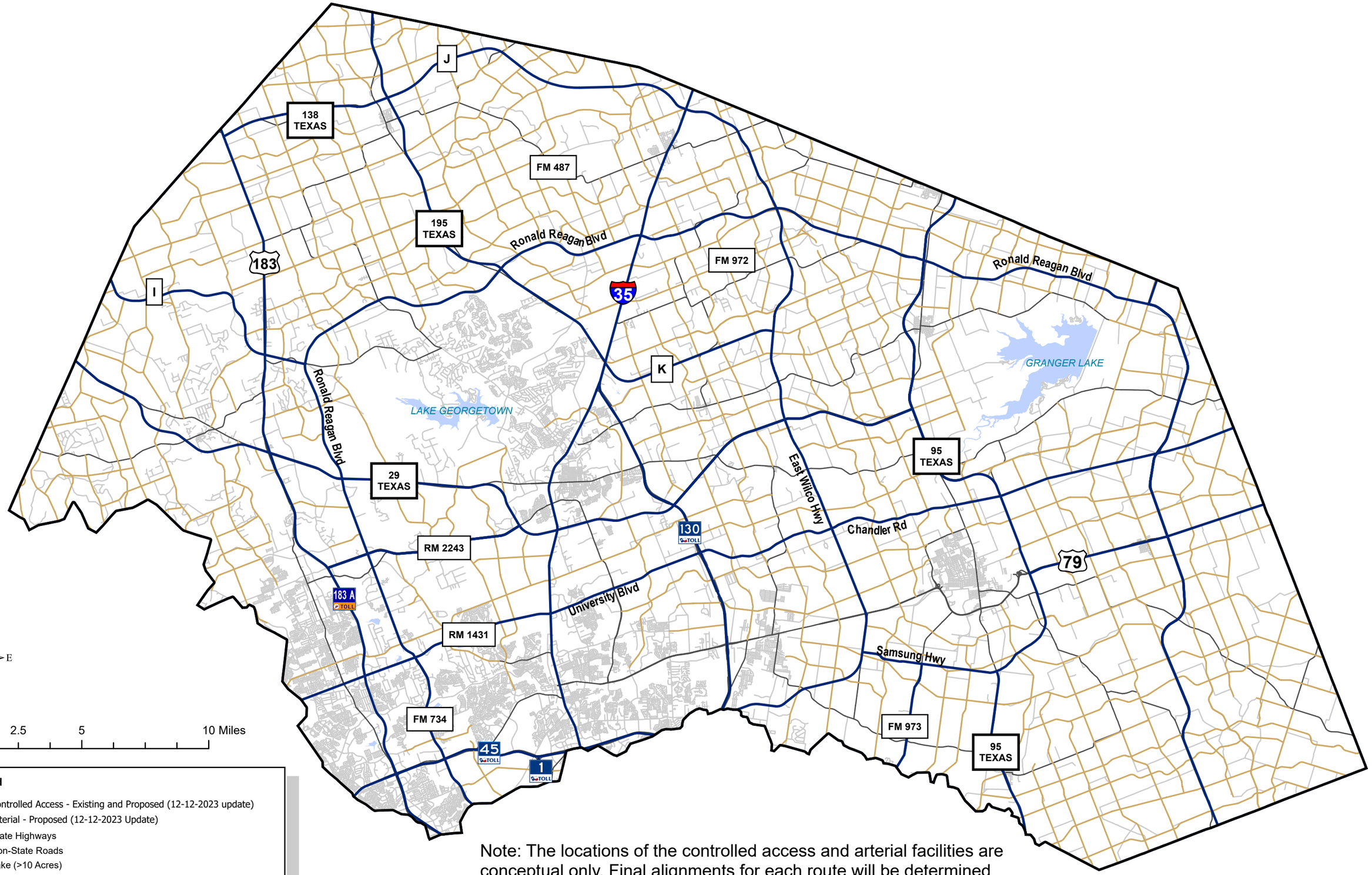
- Controlled Access - Existing
- Controlled Access - Proposed
- Bus Transit Corridor
- Non-State Roads
- State Highways

0 2.5 5 10 Miles

Document Path: \\ausw00\jobs2\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2023-12-06-WilcoTransportationPlan -11x17.aprx

Revision date : 12/12/2023

Williamson County Transportation Plan



Legend

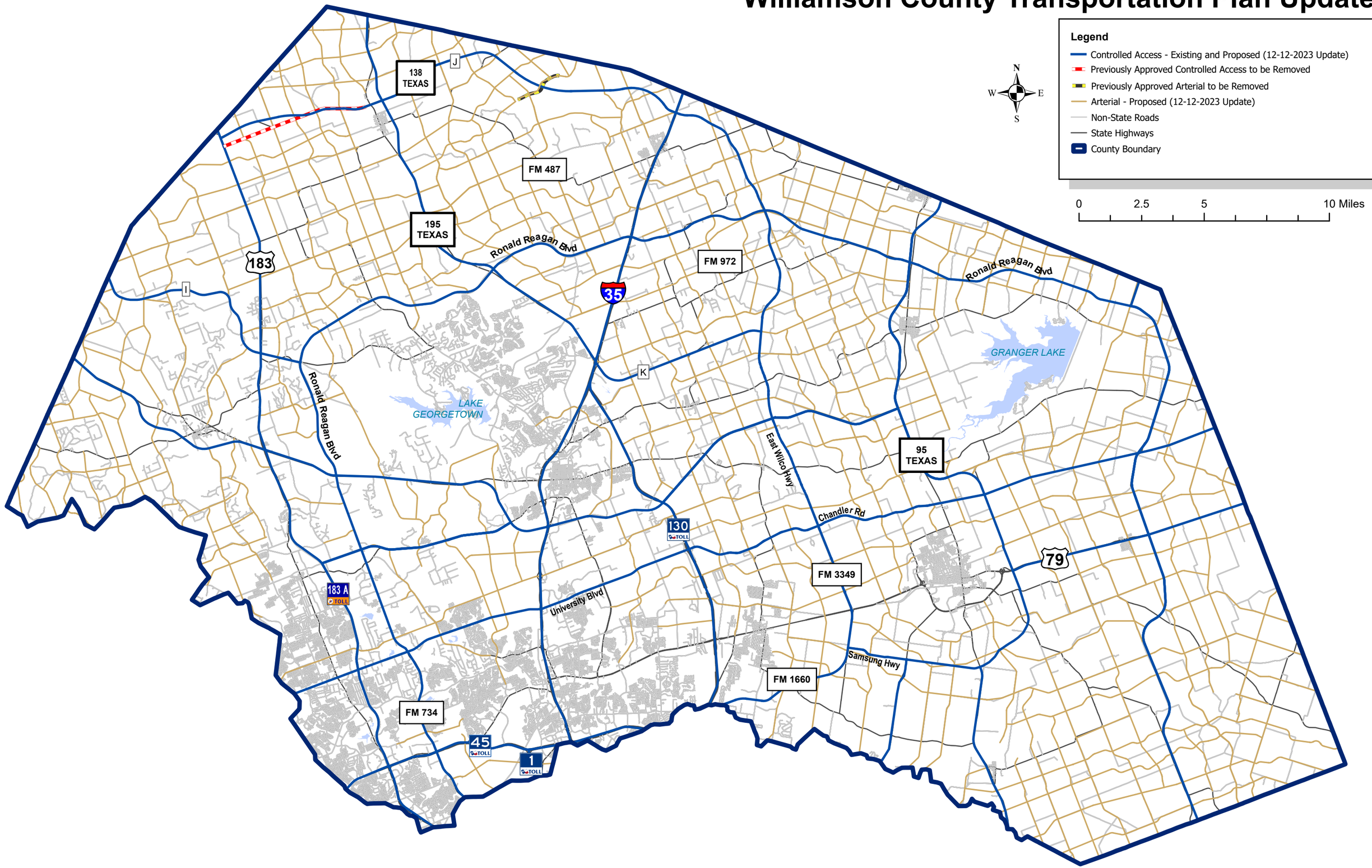
- Controlled Access - Existing and Proposed (12-12-2023 update)
- Arterial - Proposed (12-12-2023 Update)
- State Highways
- Non-State Roads
- Lake (>10 Acres)
- County Boundary

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: \\ausw001udcs2\61272_WilcoDesign&PlanGEC\Technical\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2023-12-06-WilcoTransportationPlan_11x17.mxd

12/12/2023

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.

\\rkw00\Jobs\70391_Wilco2019RoadBondGEC\TechProd\GIS\Priority Parcels\Prelims_GISExhibits\Donald\Proposed J3 Corridors\Proposed Arterials_20231130.aprx

Commissioners Court - Regular Session **53.**

Meeting Date: 12/12/2023

E. Wilco Highway Segment 2- purchase contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Simon Homes, Inc. for 1.919 acres needed as right of way on the E. Wilco Highway project (Parcel 58). 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	12/07/2023 09:01 AM
Form Started By: Charlie Crossfield		Started On: 12/06/2023 08:12 PM
Final Approval Date: 12/07/2023		

REAL ESTATE CONTRACT
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SIMON HOMES, INC.** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 1.919 acres (83,600 square foot) tract of land, out of and situated in the Charles J. Gerlach Survey, Section No. 16, Abstract No. 261, and the Mathias Wilbarger Survey, Abstract No. 663, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 58**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described herein, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of THREE HUNDRED TWENTY THOUSAND and 00/100 Dollars ($320,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before December 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Southeast Loop/East Wilco Highway (Segment 2) improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

SIMON HOMES, INC.

By: _____ Address: 450 Lockhaven Dr.

Name: Mario D. Cruz Houston, Tx 77073

Title: President

Date: 12-6-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 58
Tax ID: R021374
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 27, 2022

PROPERTY DESCRIPTION FOR PARCEL 58

DESCRIPTION OF A 1.919 ACRE (83,600 SQ. FT.) PARCEL OF LAND LOCATED IN THE CHARLES J. GERLACH SURVEY, SECTION NO. 16, ABSTRACT NO. 261, AND THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 16.747 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SIMON HOMES, INC., A TEXAS CORPORATION, RECORDED NOVEMBER 23, 2021 IN DOCUMENT NO. 2021178546, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 1.919 ACRE (83,600 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 874.24 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 196+67.49 on the existing east right-of-way line of C.R. 137, a variable width right-of-way, no record information found, for the northwest corner of said 16.747 acre tract;

THENCE, with the existing east right-of-way line of said C.R. 137, the following two (2) courses and distances:

S 07°37'57" W, a distance of 161.47 feet to a calculated point, and

S 07°55'30" W, a distance of 396.75 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,081.25, E=3,173,642.19) set 316.04 feet left of Southeast Loop E.C.S 196+62.75 on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the existing east right-of-way line of said C.R. 137, with the proposed north right-of-way line of said Southeast Loop, over and across said 16.747 acre tract, the following eleven (11) courses and distances numbered 1-11:

1) S 82°38'43" E, a distance of 28.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet left of Southeast Loop E.C.S 196+91.45, for an angle corner of the parcel described herein,

2) S 07°21'17" W, a distance of 36.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 279.16 feet left of Southeast Loop E.C.S 196+91.45, for an angle corner of the parcel described herein,

3) S 37°11'11" E, a distance of 64.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.44 feet left of Southeast Loop E.C.S 197+36.44, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right,

4) With said curve to the right, an arc distance of 145.86 feet, through a delta of 00°53'05", having a radius of 9,445.00 feet, and a chord that bears S 81°09'43" E, a distance of 145.86 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.66 feet left of Southeast Loop E.C.S 198+82.25, for an angle corner of the parcel described herein,

5) S 80°43'10" E, a distance of 170.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 223.93 feet left of Southeast Loop E.C.S 200+52.65, for an angle corner of the parcel described herein,

6) S 80°05'40" E, a distance of 87.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 220.06 feet left of Southeast Loop E.C.S 201+39.61, for an angle corner of the parcel described herein,

7) S 82°31'04" E, a distance of 73.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 219.90 feet left of Southeast Loop E.C.S 202+13.18, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right,

8) With said curve to the right, an arc distance of 40.40 feet, through a delta of 04°03'01", having a radius of 571.50 feet, and a chord that bears S 80°29'33" E, a distance of 40.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 218.38 feet left of Southeast Loop E.C.S 202+53.54, for an angle corner of the parcel described herein, said point being the beginning of a curve to the left,

9) With said curve to the left, an arc distance of 225.10 feet, through a delta of 01°22'37", having a radius of 9,366.50 feet, and a chord that bears S 79°09'21" E, a distance of 225.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 204.68 feet left of Southeast Loop E.C.S 204+78.22, for an angle corner of the parcel described herein,

10) N 48°08'56" E, a distance of 140.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 310.73 feet left of Southeast Loop E.C.S 205+69.74, for an angle corner of the parcel described herein, and

11) S 80°46'44" E, a distance of 138.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 306.22 feet left of Southeast Loop E.C.S 207+08.14 on the proposed north right-of-way line of said Southeast Loop, same being the common line of said 16.747 acre tract and a called 20.92 acre tract of land, described in a deed to Bland B. Davis, Jr. and Susan J. Davis, husband and wife, recorded in Document No. 9658603, O.R.W.C.TX., for the northeast corner of the parcel described herein;

12) **THENCE** S 07°34'43" W, continuing with the proposed north right-of-way line of said Southeast Loop, passing at a distance of 109.95 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 196.27 feet left of Southeast Loop E.C.S 207+07.71, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 16.747 acre tract and said 20.92 acre tract a total distance of 148.39 feet to a 1/2-inch iron rod found, for the northeast corner of a called 8.114 acre tract of land, described in a deed to Jacaruso Holdings LLC, recorded in Document No. 2017078585, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southeast corner of said 16.747 acre tract and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 58
Tax ID: R021374
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

13) **THENCE** N 82°22'33" W, departing the common line of said 16.747 acre tract and said 20.92 acre tract, with the common line of said 16.747 acre tract and said 8.114 acre tract, a distance of 1,046.35 feet to a 1/2-inch iron rod with a plastic cap stamped "DIAMOND SURVEY" found on the existing east right-of-way line of said C.R. 137, for the northwest corner of said 8.114 acre tract, same being the southwest corner of said 16.747 acre tract and the parcel described herein;

14) **THENCE** N 07°55'30" E, departing the common line of said 16.747 acre tract and said 8.114 acre tract, with the existing east right-of-way line of said C.R. 137, a distance of 153.30 feet to the **POINT OF BEGINNING**, and containing 1.919 acres (83,600 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

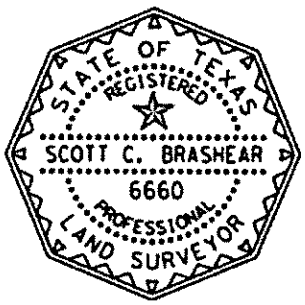
Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

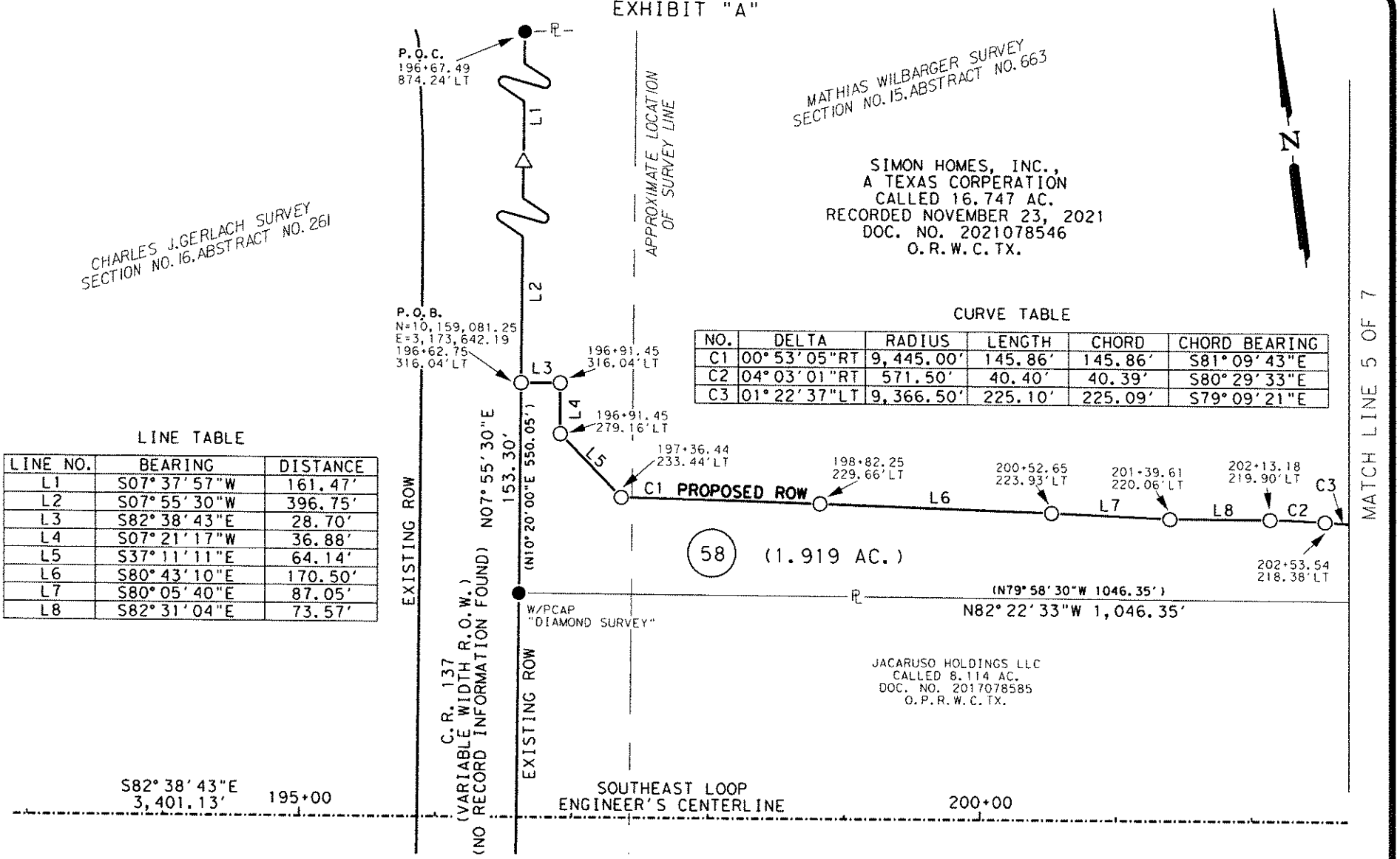
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 9/27/2022
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°37'57"W	161.47'
L2	S07°55'30"W	396.75'
L3	S82°38'43"E	28.70'
L4	S07°21'17"W	36.88'
L5	S37°11'11"E	64.14'
L6	S80°43'10"E	170.50'
L7	S80°05'40"E	87.05'
L8	S82°31'04"E	73.57'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°53'05"RT	9,445.00'	145.86'	145.86'	S81°09'43"E
C2	04°03'01"RT	571.50'	40.40'	40.39'	S80°29'33"E
C3	01°22'37"LT	9,366.50'	225.10'	225.09'	S79°09'21"E

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49111

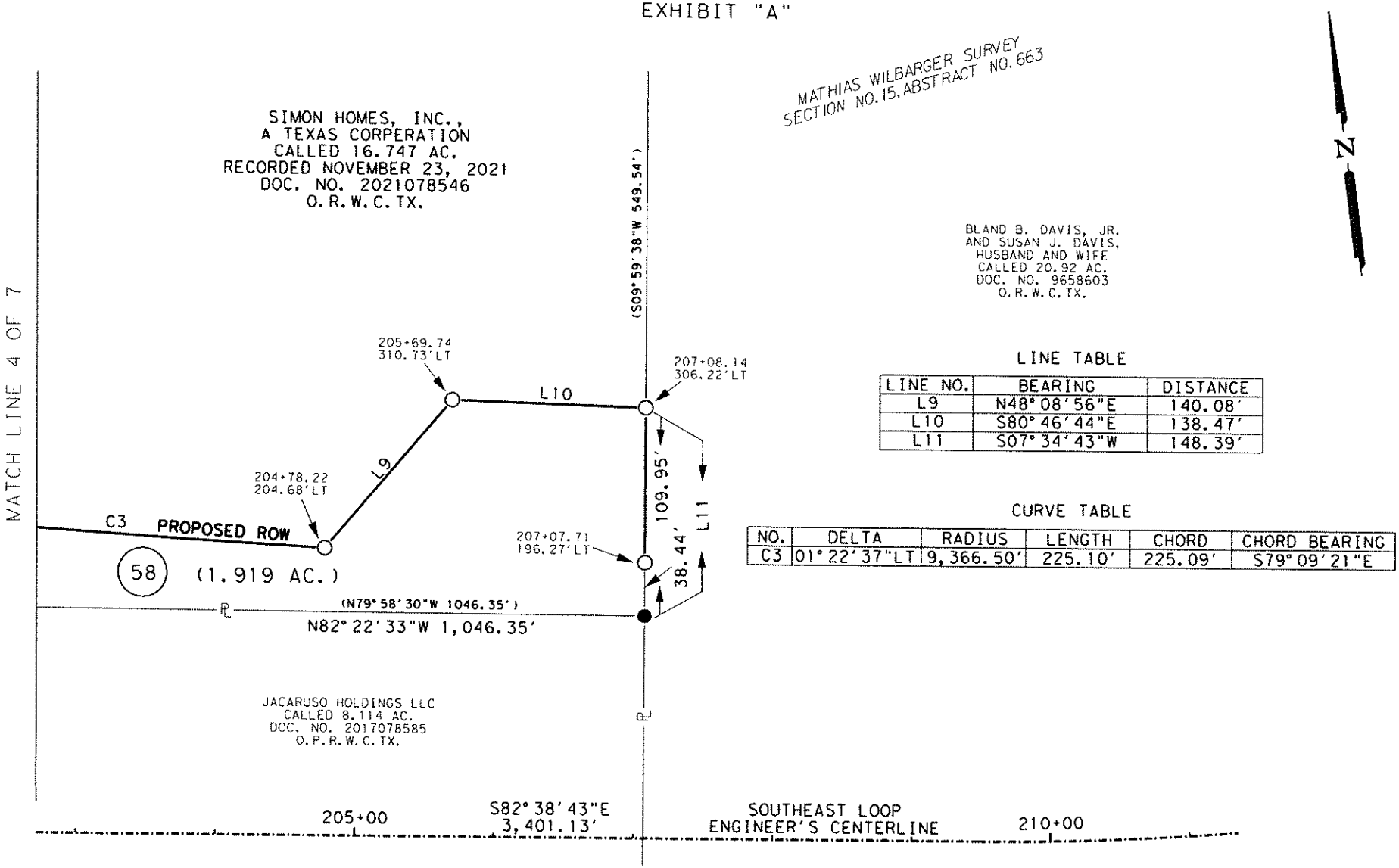
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\58\PLAT\02\P-58_1.dgn

EXISTING	16.7471 AC.	ACQUIRE	1.919 AC.	REMAINING	14.828 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIMON HOMES, INC.,
A TEXAS CORPERATION
TAX ID: R021374
PARCEL 58
1.919 AC. (83,600 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L9	N48°08'56"E	140.08'
L10	S80°46'44"E	138.47'
L11	S07°34'43"W	148.39'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	01°22'37"LT	9,366.50'	225.10'	225.09'	S79°09'21"E

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49111

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\58\PLAT\02\P-58_2.dgn

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PARCEL 58
1.919 AC. (83,600 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159162, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. A WATER AND/OR FLOOD CONTROL EASEMENT GRANTED TO BRUSHY CREEK WCID #1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A ROAD EASEMENT AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 236 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN VOLUME 928, PAGE 701 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. A WATER LINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 650, PAGE 608 AND VOLUME 718, PAGE 15 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A WATER LINE EASEMENT GRANTED TO WILLIAM O. NELSON AND BETTYE DIXON NELSON AS DESCRIBED IN VOLUME 737, PAGE 864 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 801, PAGE 257 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

9. SUBJECT TO THE RESERVATION OF A STATED UNDIVIDED 1/4TH ROYALTY INTEREST IN AND TO ALL OF THE OIL, GAS, AND OTHER MINERALS IN, ON, OR UNDER THE SUBJECT PROPERTY, AS RETAINED IN AN INSTRUMENT OF RECORD IN VOLUME 868, PAGE 275 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

11. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

12. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49111
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\58\PLAT\02\P-58_1.dgn

EXISTING	16.7471 AC.	ACQUIRE	1.919 AC.	REMAINING	14.828 AC. LEFT

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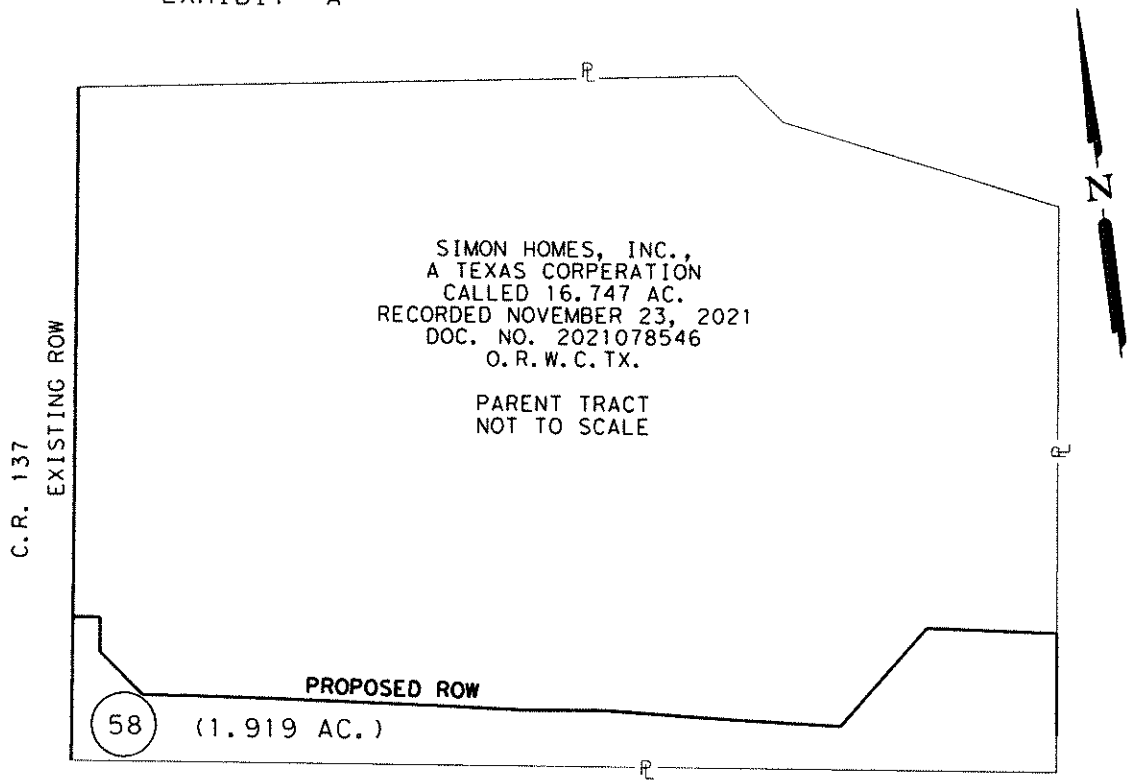
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIMON HOMES, INC.,
A TEXAS CORPERATION
TAX ID: R021374
PARCEL 58
1.919 AC. (83,600 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◉	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159162, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/27/2022
DATE

REF. FIELD NOTE NO. 49111
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\58\PLAT\02\P-58_1.dgn

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TAX ID: R021374
PARCEL 58
1.919 AC. (83,600 SQ. FT.)

EXHIBIT "B"

Parcel 58

DEED
Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **SIMON HOMES, INC.**, 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 1.919 acres (83,600 square foot) tract of land, out of and situated in the Charles J. Gerlach Survey, Section No. 16, Abstract No. 261, and the Mathias Wilbarger Survey, Abstract No. 663, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 58**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the roadway facilities and related appurtenances of Grantee and its successors or assigns.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202___.

[signature page follows]

GRANTOR:

SIMON HOMES, INC.

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 202__ by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **54.**

Meeting Date: 12/12/2023

Corridor J Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Deborah and Jerry Polk as Trustees of the Deborah and Jerry Polk Family Trust for 4.9 acres needed as future right of way on the Corridor J project. 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	12/07/2023 09:02 AM
Form Started By: Charlie Crossfield		Started On: 12/06/2023 08:14 PM
Final Approval Date: 12/07/2023		

CORR J

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by **JERRY AND DEBORAH POLK as TRUSTEES OF THE DEBORAH AND JERRY POLK FAMILY TRUST** (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 +- 4.9-acre tract of land situated in the Harrison Johnston Survey, Abstract No. 344, Williamson County, Texas as shown in Exhibit "A". Metes & bounds to be delivered prior to closing.

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 ONE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED and 00/100 Dollars ($188,500.00).

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 the 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 December 31, 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 Exhibit "A", 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 "B" 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.

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 the 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 the 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:

Jerry Polk
Jerry Polk (Dec 6, 2023 18:01 CST)

Jerry Polk as Trustee

Date: Dec 6, 2023

Address: 1201 CR 228
Florence, TX 76527

Deborah Polk
Deborah Polk (Dec 6, 2023 13:19 CST)

Deborah Polk as Trustee

Date: Dec 6, 2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Remainder:
Approximately 84.1 Acres

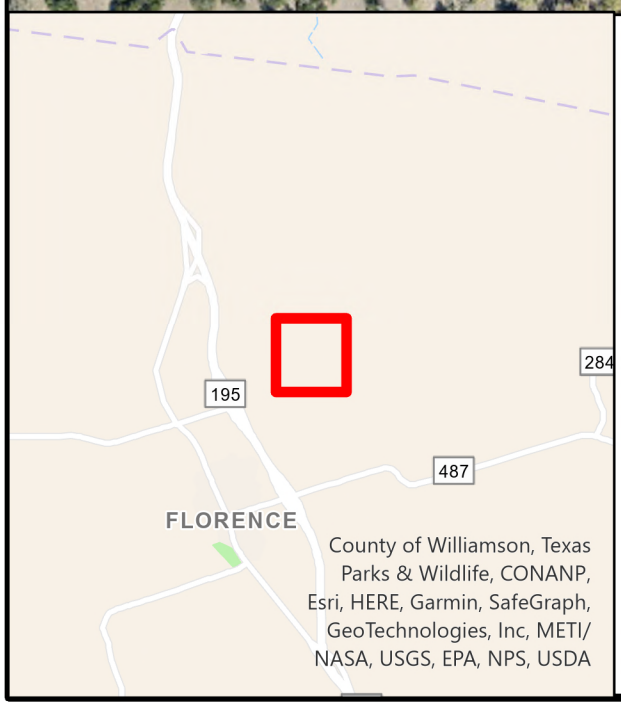
R010019

Approximately 530ft

Access Denial Limits

Potential Acquisition:
Approximately 4.9 Acres

Williamson County TX, Maxar



- Access Denial
- Property Boundary
- Potential ROW Acquisition
- 100 - Year Floodplain (Wilco)
- Stream/River (USGS)
- Wetlands (USFWS)
- Open Water (USGS)
- Other Structure
- Residential Structure

0 240 480
SCALE IN FEET

N

R010019

Current Acres:	89.0 AC
Acquired Acres:	4.9 AC
Remainder Acres:	84.1 AC

Acreages are based on Williamson County parcel line data and property records and are approximate.

WILCO TEXAS
WILLIAMSON COUNTY

Kimley»Horn
KIMLEY-HORN
FIRM # 928

Corridor J2

Parcel R010019

POLK, JERRY & DEBORAH TRUSTEES OF DEBORAH & JERRY POLK FAMILY

12/4/2023

Exhibit "B"

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 **JERRY AND DEBORAH POLK as TRUSTEES OF THE DEBORAH AND JERRY POLK FAMILY TRUST** 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 +- 5.1-acre tract of land situated in the Harrison Johnston Survey, Abstract No. 344, Williamson County, Texas as shown in Exhibit "A".

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:

_____
Jerry Polk as Trustee

_____
Deborah Polk as Trustee

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Jerry and Deborah Polk as Trustees 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 **55.**

Meeting Date: 12/12/2023

CR 314 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Jason E. and L. Lynn Stout to acquire 0.1197 acres needed as right of way and an electric easement required for the construction on the CR 314 project (Parcel 9, 9EE). Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:10 AM
Form Started By: Charlie Crossfield		Started On: 12/06/2023 08:17 PM
Final Approval Date: 12/07/2023		

Parcel 09

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JASON E. STOUT and L. LYNN STOUT** (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:

Tract One:
Fee simple title in and to of that certain 0.1197 acre (5,215 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-1", attached hereto and incorporated herein **(Parcel 9)**; and

Tract Two:
Electric Utility Easement (the "Easement") interest only in and across a ten foot (10') wide strip of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; the location being more fully shown in Exhibit "A-2" attached hereto and incorporated herein **(Parcel 9EE)**. Prior to the Closing of this transaction, Purchaser shall at its sole expense cause a metes and bounds description of the Easement area to be completed, which survey shall be attached to the Easement granting document prior to recording in the Official Records;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described as Tract One 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 and Additional Compensation

2.01. The Purchase Price for the fee simple portion of the Property described as Tract One, any improvements upon Tract One, and any cost of cure or damage for the remaining property of

Seller, shall be the sum of SEVENTY-FOUR THOUSAND THREE HUNDRED and 00/100 Dollars ($74,300.00).

2.02. The Purchase Price for the electric line easement portion of the Property described as Tract Two shall be the sum of TEN THOUSAND SEVEN HUNDRED and 00/100 Dollars ($10,700.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 15, 2024, or at such time, date, and place as Seller and Purchaser may otherwise agree, 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 Exhibit A-1, and a duly executed and acknowledged Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc., both free and clear of any and all monetary liens, restrictions and leases, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein. The Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the year of Closing relating to the fee simple portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected at the Closing, but shall otherwise be the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, 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 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 as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after January 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Jason E. Stout

Address: 825 County Road 216
Bertram TX. 78605

Date: 12-7-23

Loutta Lynn Stout
L. Lynn Stout

Date: 12-7-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A-1
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1197 ACRE (5,215 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 8, SUNRISE MEADOWS, A SUBDIVISION RECORDED IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN A WARRANTY DEED TO JASON E. STOUT AND L. LYNN STOUT RECORDED IN VOLUME 2463, PAGE 352, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1197 ACRE (5,215 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, on the proposed southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (ROW width varies), same point being on the easterly boundary line of Lot 13 of said SUNRISE MEADOWS subdivision, same line being the westerly boundary line of said Lot 8, (Grid Coordinates determined as N=10,262,993.68, E=3,153,592.21), and being 68.00 feet right of Engineer's baseline station 80+89.11, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, **N 21°28'28 W**, departing said proposed southerly ROW line of C.R. 314, with the easterly boundary line of said Lot 13, same line being the westerly boundary line of said Lot 8, for a distance of **30.38** feet to a calculated point, being on the existing southerly ROW line of C.R. 314, for the northwesterly corner of the herein described parcel;

2) **THENCE, N 68°25'59" E,** with said existing southerly ROW line of C.R. 314, over and across said Lot 8, a distance of **167.31 feet** to a calculated point in the westerly boundary line of Lot 7, said SUNRISE MEADOWS subdivision, same being the easterly boundary line of said Lot 8, for the northeasterly corner of the herein described parcel and from which a 1/2 inch iron rod found on the original ROW line of C.R. 314, same line being the north boundary line of said SUNRISE MEADOWS Subdivision bears N 21°28'28" W, for a distance of 20.00 feet;

3) **THENCE, S 21°24'47" E,** departing said existing southerly ROW line of C.R. 314, with the common boundary line of said Lot 7 and said Lot 8, for a distance of **31.51** feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set on said proposed southerly ROW line of C.R. 314 and being 68.00 feet right of Engineer's baseline station 82+55.39 at the beginning of a non-tangent curve to the right for the southeasterly corner of the herein described parcel, from which a 1/2 inch iron rod found for the southeasterly corner of said Lot 8 bears S 21°24'47" E a distance of 135.02 feet;

THENCE, with said proposed southerly ROW line of C.R. 314, through the interior of said Lot 8, the following two (2) courses:

4) along said curve to the right, having a radius of **6,068.00** feet, a delta angle of **00°53'21",** an arc length of **94.18** feet, and a chord which bears **S 68°37'25 W,** a distance of **94.18** feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for a point of tangency and being 68.00 feet right of Engineer's baseline station 81+62.21;

5) **S 69°04'07" W,** for a distance of **73.10** feet to the **POINT OF BEGINNING**, containing 0.1197 acre (5,215 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD83 2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

EXHIBIT A-1

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	0°53'21"	6,068.00'	94.18'	94.18'	S68°37'25"W

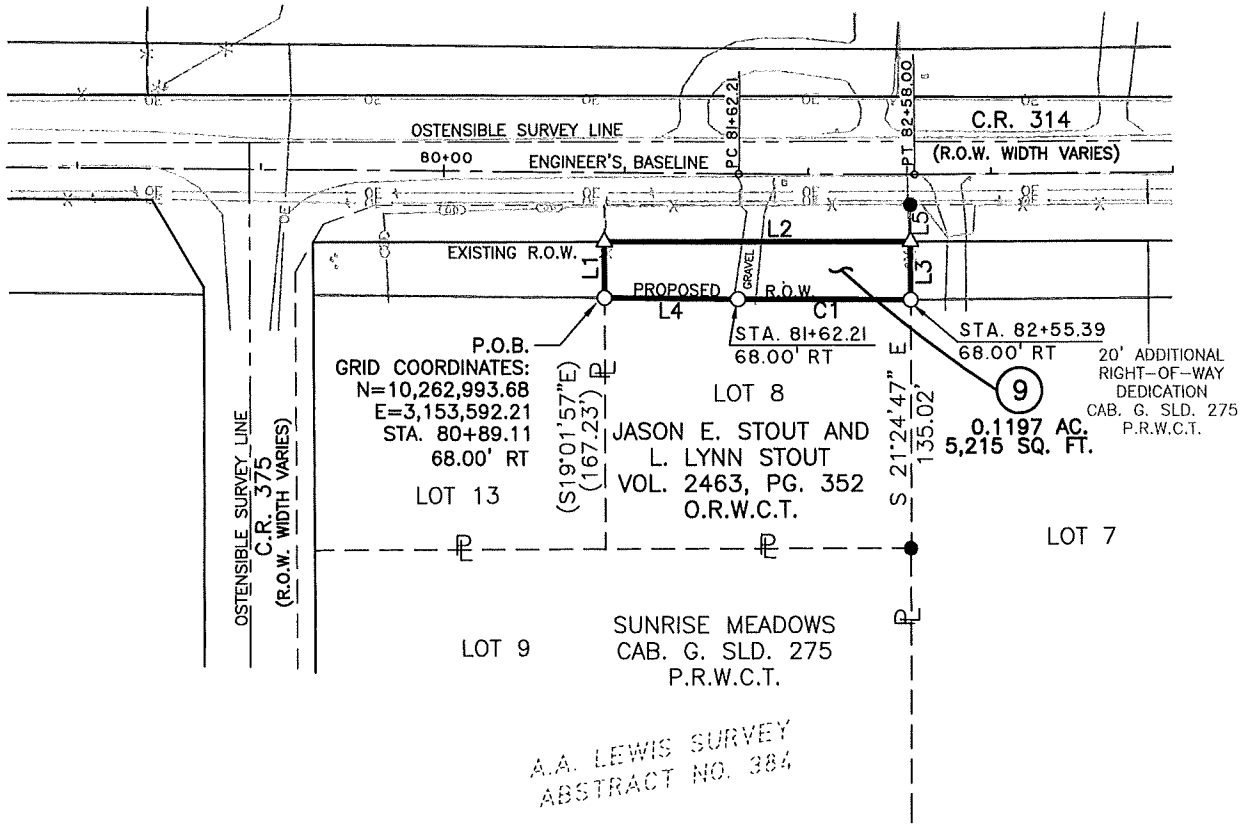
LEGEND

●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
△	CALCULATED POINT
℄	PROPERTY LINE
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

50 0 50 100

SCALE 1" = 100'

NO.	DIRECTION	DISTANCE
L1	N21°28'28"W	30.38'
L2	N68°25'59"E	167.31'
(L2)	(N70°52'30"E)	
L3	S21°24'47"E	31.51'
L4	S69°04'07"W	73.10'
L5	N21°28'28"W	20.00'



PROJECT NO.: SLAN-001

11/20/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JASON E. STOUT & L. LYNN STOUT

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

PARCEL 9
0.1197 AC.
5,215 SQ. FT.

EXHIBIT A-1

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301880, EFFECTIVE 06/13/2023 ISSUED 06/26/2023.. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

TEXAN TITLE INSURANCE COMPANY
GF NO: GT2301880
SCHEDULE B:

1: RESTRICTIVE COVENANTS RECORDED IN CABINET G, SLIDES 275-276, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

10b. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE A. ROADWAY, WHETHER DEDICATED OR NOT.

10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.

10c. RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION.
(THE LOCATION IS SHOWN)

10d. DRAINAGE EASEMENTS AND SETBACKS AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10e. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10f. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10g. ANY PORTION OF THE ABOVE DESCRIBED TRACT THAT MAY LIE WITHIN THE 100 YEAR FLOOD PLAIN IS SUBJECT TO REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF SUCH PROPERTY AS MAY BE PROMULGATED BY ANY GOVERNMENTAL ENTITY, FEDERAL, STATE, OR CITY GOVERNMENTS AS MAY EXIST IN WILLIAMSON COUNTY, TEXAS.(IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10h. (NOT A SURVEY MATTER)

10i. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10j. RIGHTS OF PARTIES IN POSSESSION.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

INLAND GEODETICS

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

PROJECT NO.: SLAN-001

11/20/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

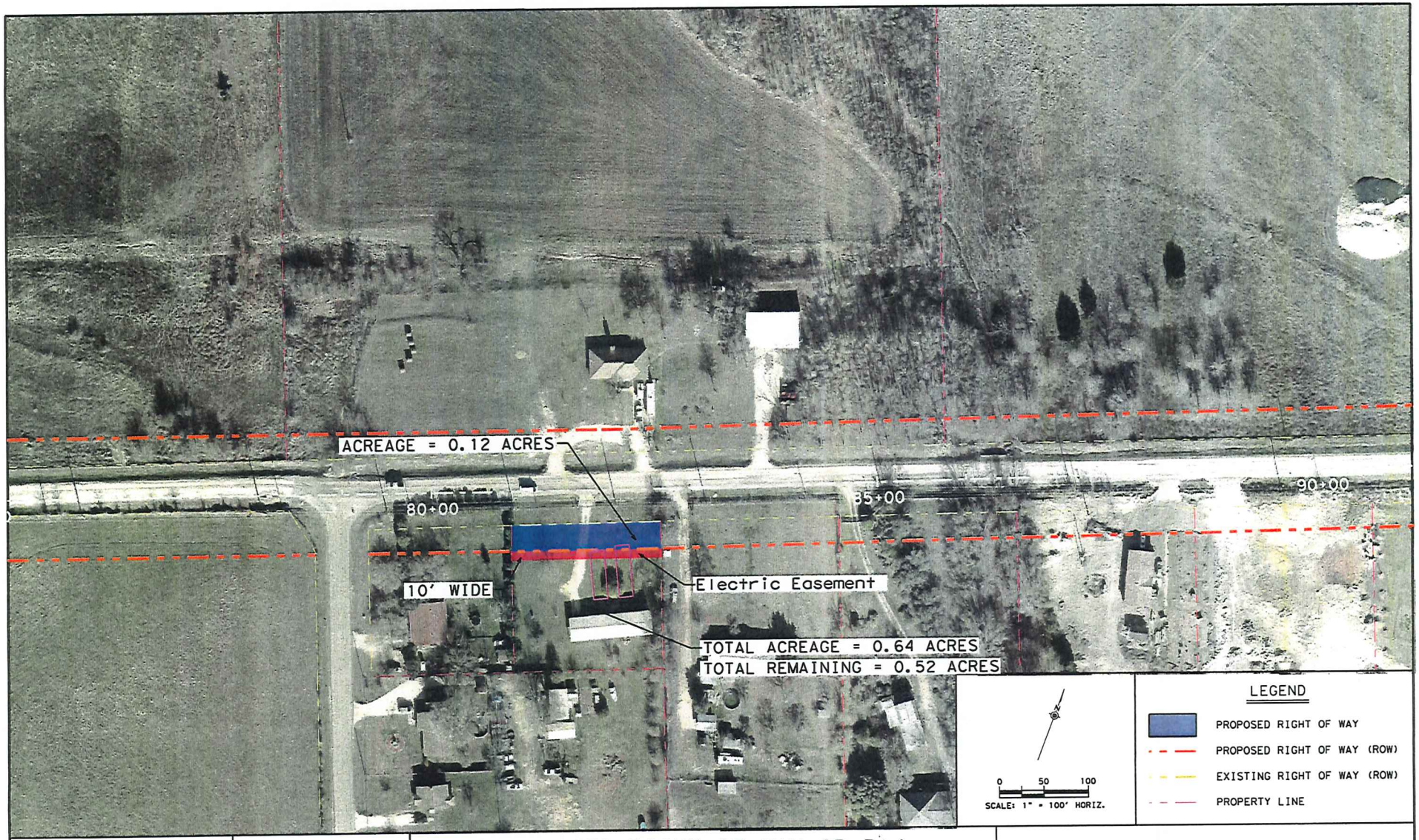
JASON E. STOUT &
L. LYNN STOUT

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 9
0.1197 AC.
5,215 SQ. FT.

EXHIBIT "A-2"



Steiler Lankes Group
TBPE License No. 12170
PLANNING • ENGINEERING • CONSTRUCTION

WILLIAMSON COUNTY
1848

PROPOSED RIGHT OF WAY CR 314
STOUT, JASON E & L LYNN
R082202

PRELIMINARY
THIS PRINT IS FURNISHED FOR INFORMATION ONLY.
THE PLAN INFORMATION OR OTHER DATA SHOWN HEREON IS SUBJECT TO CHANGE AND MUST NOT BE CONSTRUCTED AS FINAL

USER: RJOSEPH
DATE: 8/24/2023
SCRIPT: ESCRIPT1
FILE: EXHIBIT3

EXHIBIT "B"

Parcel 9

DEED
County Road 314 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JASON E. STOUT and L. LYNN STOUT,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.1197 acre (5,215 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 9)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202____.

[signature page follows]

GRANTOR:

_____
Jason E. Stout

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Jason E. Stout, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

_____
L. Lynn Stout

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by L. Lynn Stout, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "C"

ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS

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

That JASON E. STOUT AND L. LYNN STOUT, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to the Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including,

but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

_____

_____

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

GRANTOR:

Jason E. Stout

L. Lynn Stout

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of_____, 20____, by Jason E. Stout and L. Lyn Stout, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

****

DO NOT WRITE BELOW THIS LINE
COUNTY

RESERVED SPACE BELOW FOR RECORDING AT

Commissioners Court - Regular Session **56.**

Meeting Date: 12/12/2023

CR 314 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 purchase contract with Patrick McKelvy to acquire 0.138 acres needed as right of way on the CR 314 project. (Parcel 11). Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 11:12 AM
Form Started By: Charlie Crossfield		Started On: 12/06/2023 08:18 PM
Final Approval Date: 12/07/2023		

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PATRICK MCKELVY** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.138 acre (6,012 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11)**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of THIRTY-FIVE THOUSAND THREE HUNDRED SEVENTY and 00/100 Dollars ($35,370.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Patrick McKelvy

Address: 1230 CR 314

Jarrell TX 76537

Date: 12-6-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.138 ACRE (6,012 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 6 OF SUNRISE MEADOWS, A SUBDIVISION RECORDED IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN WARRANTY DEED TO PATRICK MCKELVY RECORDED IN DOCUMENT NO. 2013070220, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.138 ACRE (6,012 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, on the proposed southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (ROW width varies), same point being on the easterly boundary line of Lot 7 of said SUNRISE MEADOWS, same line being the westerly boundary line of said Lot 6, (Grid Coordinates determined as N=10,263,128.54, E=3,153,933.83), and being 68.00 feet right of C.R. 314 baseline station 84+55.37, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, N 21°28'28" W,** with the common boundary line of said Lot 6 and Lot 7, for a distance of **30.53** feet to a calculated point, said point being on the existing southerly ROW line of C.R. 314, for the northwesterly corner of the herein described parcel from which a 1/2 inch iron rod found being on the old ROW line of said C.R. 314, same line being the north boundary line of said SUNRISE MEADOWS Subdivision, for the northeasterly corner of Lot 7 of said SUNRISE MEADOWS, same point being the northwesterly corner of said Lot 6, bears N 21°28'28" W, for a distance of 20.00 feet;

2) **THENCE, N 68°25'59" E,** with the existing southerly ROW line of said C.R. 314, for a distance of **200.09** feet to a calculated point, for the northeasterly corner of the herein described parcel, from which point a capped 1/2 inch iron rod stamped "RPLS 1847" found, on the old ROW line of said C.R. 314, same line being the north boundary line of said SUNRISE MEADOWS Subdivision, for the northwesterly corner of Lot 5 of said SUNRISE MEADOWS, same point being the northeasterly corner of said Lot 6, bears N 21°28'28" W, for a distance of 20.00 feet;

3) **S 21°28'28 E**, departing the existing ROW line of said C.R. 314, with the common boundary line of said Lot 5 and said Lot 6, for a distance of **29.56** feet to a calculated point and being 68.00 feet right of C.R. 314 baseline station 86+55.46, for the southeasterly corner of the herein described parcel;

4) **THENCE, S 68°09'14" W,** through the interior of said Lot 6, for a distance of **200.09** feet to the **POINT OF BEGINNING**, containing 0.138 acre (6,012 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

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

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

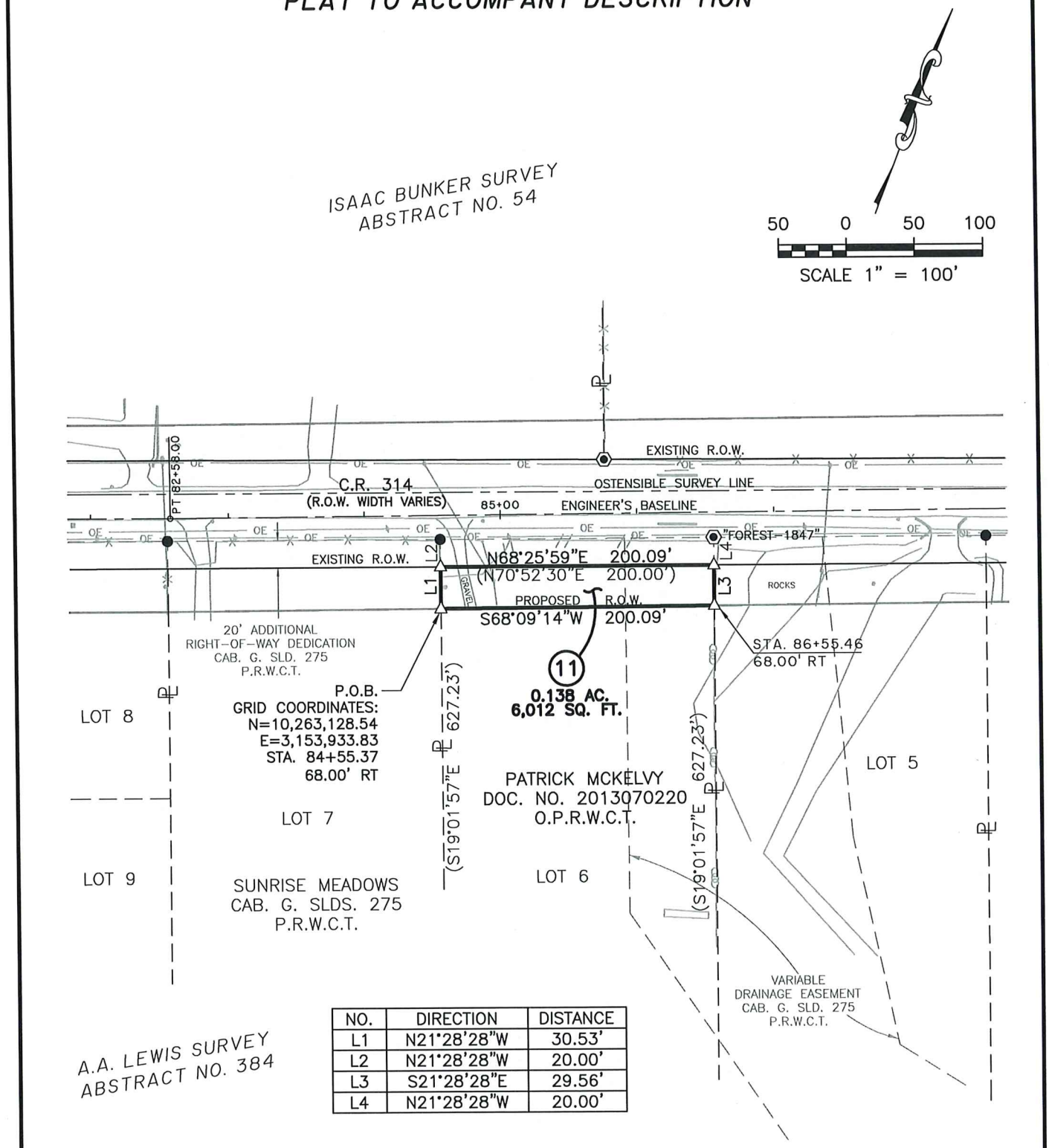
Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

Date

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
02/10/2023

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N21°28'28"W	30.53'
L2	N21°28'28"W	20.00'
L3	S21°28'28"E	29.56'
L4	N21°28'28"W	20.00'

PROJECT NO.: SLAN-001

12-12-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

PATRICK MCKELVY

PARCEL 11
0.138 AC.
6,012 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 11-MCKELVY.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

▣	TXDOT TYPE II MON FOUND
◉	1/2" IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
△	CALCULATED POINT
ℙ	PROPERTY LINE
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
( )	RECORD INFORMATION
	BREAKLINE

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
02/10/2023

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

PROJECT NO.: SLAN-001 12-12-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

PATRICK MCKELVY

PARCEL 11
0.138 AC.
6,012 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 11-MCKELVY.dwg

EXHIBIT "B"

Parcel 11

DEED
County Road 314 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **PATRICK MCKELVY,** a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.138 acre (6,012 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 11)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202____.

[signature page follows]

GRANTOR:

_____
Patrick McKelvy

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 202___ by Patrick McKelvy, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **57.**

Meeting Date: 12/12/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Big Oaks Village LLC. to acquire 1.145 acres needed as right of way on the CR 255 project (Parcel 20). 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	12/07/2023 09:08 AM
Form Started By: Charlie Crossfield		Started On: 12/06/2023 08:20 PM
Final Approval Date: 12/07/2023		

DocuSign Envelope ID: 83AAE9C8-D423-4027-AC86-72E4E484FA75

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **BIG OAKS VILLAGE, LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 1.145-acre (49,869 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 20**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of ONE HUNDRED SIXTY THOUSAND and 00/100 Dollars ($160,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

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ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 31, 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").

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Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

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Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow

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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.

DocuSign Envelope ID: 83AAE9C8-D423-4027-AC86-72E4E484FA75

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property after December 31, 2023, for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

DocuSign Envelope ID: 83AAE9C8-D423-4027-AC86-72E4E484FA75

SELLER:

DocuSigned by:
Ashok Reddy
F20A64DC60AE43C...

Big Oaks Village, LLC

Date: 12/6/2023

Address: 77 Hillside Ave Bridgewater NJ 08807

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

DocuSign Envelope ID: 83AAE9C8-D423-4027-AC86-72E4E484FA75

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

1.145 ACRE RIGHT-OF-WAY PARCEL NO. 20
BIG OAKS VILLAGE, LLC
PORTION OF A CALLED 4.795 TRACT
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.145 ACRES (APPROXIMATELY 49,869 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 4.795 ACRE TRACT OF LAND CONVEYED TO BIG OAKS VILLAGE, LLC, DATED MARCH 16, 2021, FILED OF RECORD IN DOCUMENT NUMBER 2012091560, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.145 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southeast corner of the herein described tract, the Southeast corner of said Big Oaks Village, LLC tract, and the Northeast corner of that certain called 4.781 acre tract as described in the deed conveyed to Harry P. Nanos and Cheryl L. Nanos, filed of record in Document Number 2012091560, a ½ inch pipe found in the West right of way line of County Road 255 (variable width right-of-way) from which a ½ inch iron pipe found at the Southeast corner of said Nanos tract bears South 20°46'18" East a distance of 380.02 feet;

THENCE South 71°37'20" West with the South line of said called 4.795 acre tract and the North line of said Nanos tract a distance of 177.17 feet to the Southwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" from which a Cotton Gin Spindle found at the Southwest corner of said called 4.795 acre tract bears South 71°37'20" West a distance of 378.90 feet;

THENCE North 20°00'46" West across said called 4.795 acre tract a distance of 283.85 feet to the Northwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

DocuSign Envelope ID: 83AAE9C8-D423-4027-AC86-72E4E484FA75

THENCE North 71°23'18" East across said called 4.795 acre tract a distance of 173.90 feet to the Northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the West line of said County Road 255, from which the northeast corner of said called 4.795 acre tract bears North 20°40'02" West a distance of 73.10 feet, and from which a ½ inch iron pipe found at the Northeast corner of that certain tract of land as described in the deed to Dennis and Sherree Motley filed of record in Document Number 2019028310, Official Public Records, Williamson County, Texas, bears North 20°40'02" West a distance of 316.83;

THENCE South 20°40'02" East with the East line of said called 4.795 acre tract and the West line of said County Road 255 a distance of 284.67 feet to the **POINT OF BEGINNNING**, having an area 1.145 acres more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).
Attachments: Survey Drawing No. 075054-02-PARCEL 20.

I Hereby certify that the hereon map and description was performed under my direct supervision.

Charles G. Walker Date: October 2, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

DocuSign Envelope ID: 83AAE9C8-D423-4027-AC86-72E4E484FA75

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.145 ACRES (APPROXIMATELY 49,869 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO BIG OAKS VILLAGE, LLC, IN A DEED DATED MARCH 16, 2021 AND RECORDED IN DOCUMENT NO. 2021037142 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2301699 issued by Texan Title Insurance Company on June 8, 2023, 8:00am, with an effective date of June 1, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10.
b. Easement dated June 15, 1973, executed by John C. Winkler, Trustee for Bon Winde Oaks to Pedernales Electric Cooperative, Inc., recorded in Volume 571, Page 510, Deed Records, Williamson County, Texas. (Does NOT effect).

c. A 10 foot (10') utility easement is reserved on all boundaries of said tract for servicing this tract and all adjoining tracts, as set out in restrictions recorded in Volume 574, Page 540, Deed Records, Williamson County, Texas. (Does effect)

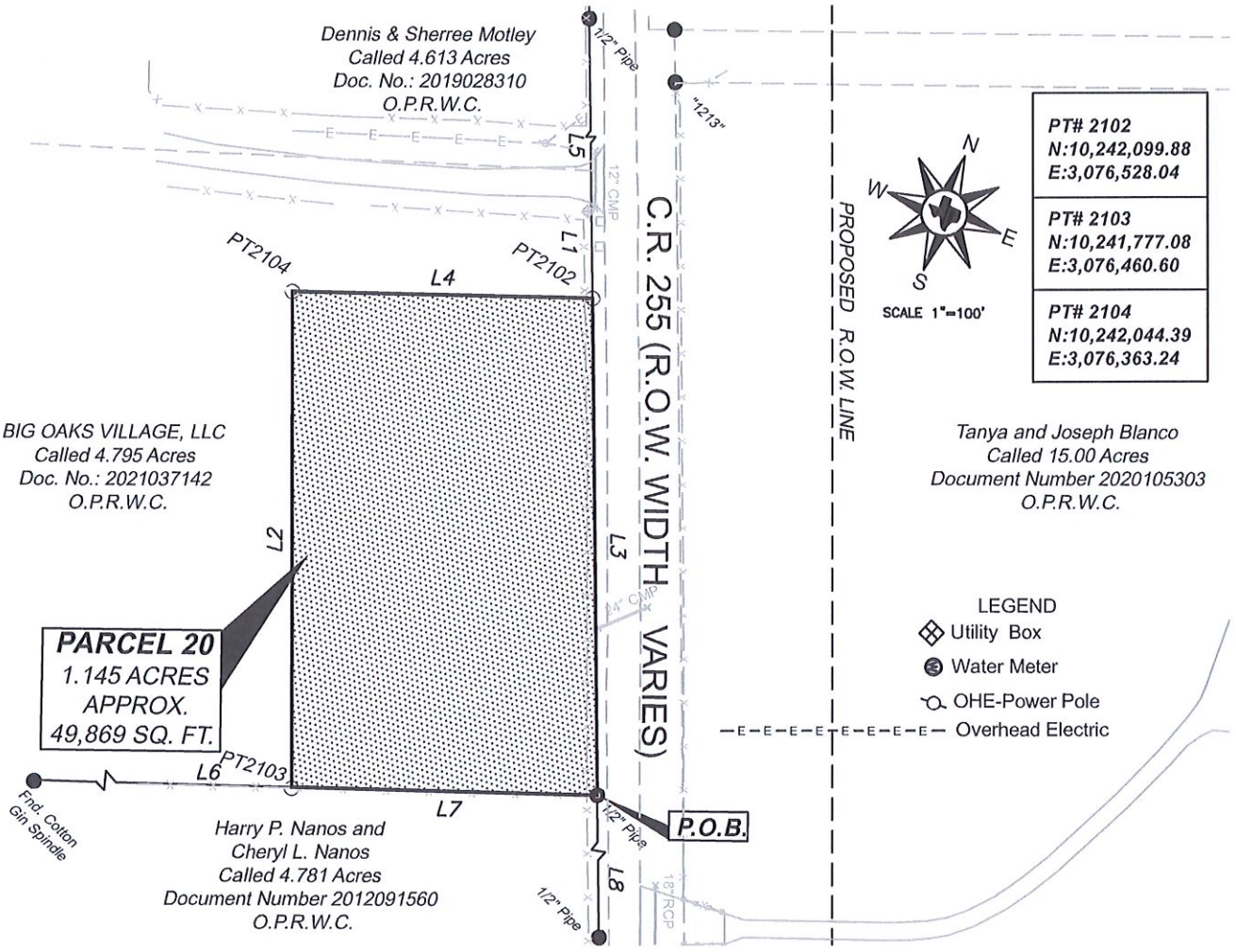
d. Right of Way Easement dated March 27, 1995, executed by Julia E. Temple to Chisholm Trail Special Utility District, recorded in Volume 2721, Page 365, Official Records, Williamson County, Texas. (Does NOT effect)

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	Iron Pipe Found (UNLESS NOTED OTHERWISE)
△	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
—X—	FENCE LINE
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

DocuSign Envelope ID: 83AAE9C8-D423-4027-AC86-72E4E484FA75



LINE	BEARING	DISTANCE
L1	N 20°40'02" W	73.10'
L2	S 20°00'46" E	283.85'
L3	S 20°40'02" E	284.67'
L4	S 71°23'18" W	173.90'
L5	N 20°40'02" W	316.83'
L6	S 71°37'20" W	378.90'
L7	S 71°37'20" W	177.17'
L8	S 20°46'18" E	380.02'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER 2, 2023
DRAWING NO.: 075029-02-PARCEL 20
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

DocuSign Envelope ID: 83AAE9C8-D423-4027-AC86-72E4E484FA75

EXHIBIT B

Parcel 20

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **BIG OAKS VILLAGE, LLC** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 1.145-acre (49,869 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 20**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2023.

[signature page follows]

DocuSign Envelope ID: 83AAE9C8-D423-4027-AC86-72E4E484FA75

GRANTOR:

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____ in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **58.**

Meeting Date: 12/12/2023

CR 314 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with The Glenn and Mary Jo Tschoerner Trust dated October 3, 2012, to acquire 0.9821 acres needed as right of way on the CR 314 project. (Parcel 3). Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2023 09:13 AM
Form Started By: Charlie Crossfield		Started On: 12/06/2023 08:45 PM
Final Approval Date: 12/07/2023		

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **THE GLENN AND MARY JO TSCHOERNER TRUST UNDER INSTRUMENT DATED OCTOBER 3, 2012** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.9821 acre (42,786 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of ONE HUNDRED FORTY-SEVEN THOUSAND and 00/100 Dollars ($147,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions and Additional Consideration

2.03. Driveway Construction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed CR 314 roadway improvement construction project on the Property it shall at its sole expense cause the construction of a driveway connection between the proposed road improvements and the remaining property line of Seller. The driveway construction shall include any required culverts and drainage according to Williamson County design standards, shall be fifteen feet (15') wide with fifteen foot (15') radii, and located at Station 56+50L of the proposed CR 314 roadway project, as otherwise shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Contract Seller agrees to allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the time period necessary to carry out the obligations of this paragraph.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(d) It is expressly understood and agreed that Seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 15, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

The Glenn and Mary Jo Tschoerner Trust under instrument dated October 3, 2012

By: Glenn Tschoerner
Mary Jo Tschoerner

Address: 1351 N FM 1915
Buckholts, TX 76518

Name: GLENN TSCHOERNER MARY JO TSCHOERNER

Title: Trustees

Date: 11/30/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.9821 ACRE (42,786 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 83.065 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO GLENN HOWARD TSCHOERNER AND MARY JOSEPHINE TSCHOERNER, CO-TRUSTEES OF THE GLENN AND MARY JO TSCHOERNER TRUST RECORDED IN DOCUMENT NO. 2013096865, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.9821 ACRE (42,786 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being the intersection of the existing westerly Right-of-Way (ROW) line of County Road 312 (C.R. 312 also known as F. B. Schwertner Road) (ROW width varies) and the proposed northerly ROW line of County Road 314 (C.R. 314) (ROW width varies), said line being on the existing easterly boundary line of said 83.065 acre tract (Grid Coordinates determined as N= 10,262,408.17, E= 3,151,690.06), and being 68.00 feet left of engineer's baseline station 61+02.88, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, from which a 1/2 inch iron rod found on said common line of the 83.065 acre tract and said C.R. 312 bears N 21°39'13" W a distance of 1506.15 feet;

1) **THENCE, S 21°39'13" E,** departing said proposed northerly ROW line, with said existing westerly ROW line of C.R. 312, and said easterly boundary line of said 83.065 acre tract, a distance of **40.43** feet to a 1/2" iron rod found, at the existing intersection of said westerly ROW line of C.R. 312 and the existing northerly ROW line of C.R. 314 (ROW width varies) being the southeasterly corner of said 83.065 acre tract, for the southeasterly corner of the herein described parcel;

2) **THENCE, S 68°32'07" W**, departing said existing westerly ROW line of C.R. 312, with said existing northerly ROW line of C.R. 314, same line being the southerly boundary line of said 83.065 acre tract, a distance of **753.89** feet to a 1/2" iron rod found, being an ell corner in the existing northerly ROW line of said C.R. 314, being in the easterly boundary line of that called 140.892 acre tract of land described in a Special Warranty Deed to The Gronk, LP recorded in Document No. 2021022888, of the Official Public Records of Williamson County, Texas, same point being the southwesterly corner of said 83.065 acre tract, for the southwesterly corner of the herein described parcel and from which point a cotton gin spindle found being an ell corner in said existing northerly ROW line of C.R. 314, said point being the southeasterly corner of said 140.892 acre tract bears S 21°24'07" E, for a distance of 12.67 feet;

3) **THENCE, N 21°34'41" W**, departing said existing northerly ROW line of C.R. 314, with the easterly boundary line of said 140.892 acre tract, same line being the westerly boundary line of said 83.065 acre tract, a distance of **85.57** feet to a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set on said proposed northerly ROW line of C.R. 314 at the beginning of a tangent curve to the right being 68.00 feet left of engineer's baseline station 53+43.04, for the northwesterly corner of the herein described parcel;

THENCE, with said proposed northerly ROW line C.R. 314, through the interior of said 83.065 acre tract, the following four (4) courses:

4) along said curve to the right, having a radius of **3,108.00** feet, a delta angle of **01°10'04",** an arc length of **63.35** feet, and a chord which bears **N 73°13'24 E,** a distance of **63.35** feet to a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for a point of tangency and being 68.00 feet left of engineer's baseline station 54+05.01;

5) **N 73°48'27" E,** a distance of **257.84** feet to a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, at the beginning of a tangent curve to the left, and being 68.00 feet left of engineer's baseline station 56+62.85;

6) along said curve to the left, having a radius of **2,972.00** feet, a delta angle of **04°09'17",** an arc length of **215.51** feet, and a chord which bears **N 71°43'48 E,** a distance of **215.46** feet to a 5/8" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for the point of tangency and being 68.00 feet left of engineer's baseline station 58+83.29;

7) **N 69°39'10" E** a distance of **218.95** feet to the **POINT OF BEGINNING**, containing 0.9821 acre (42,786 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Registration No. 5630
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

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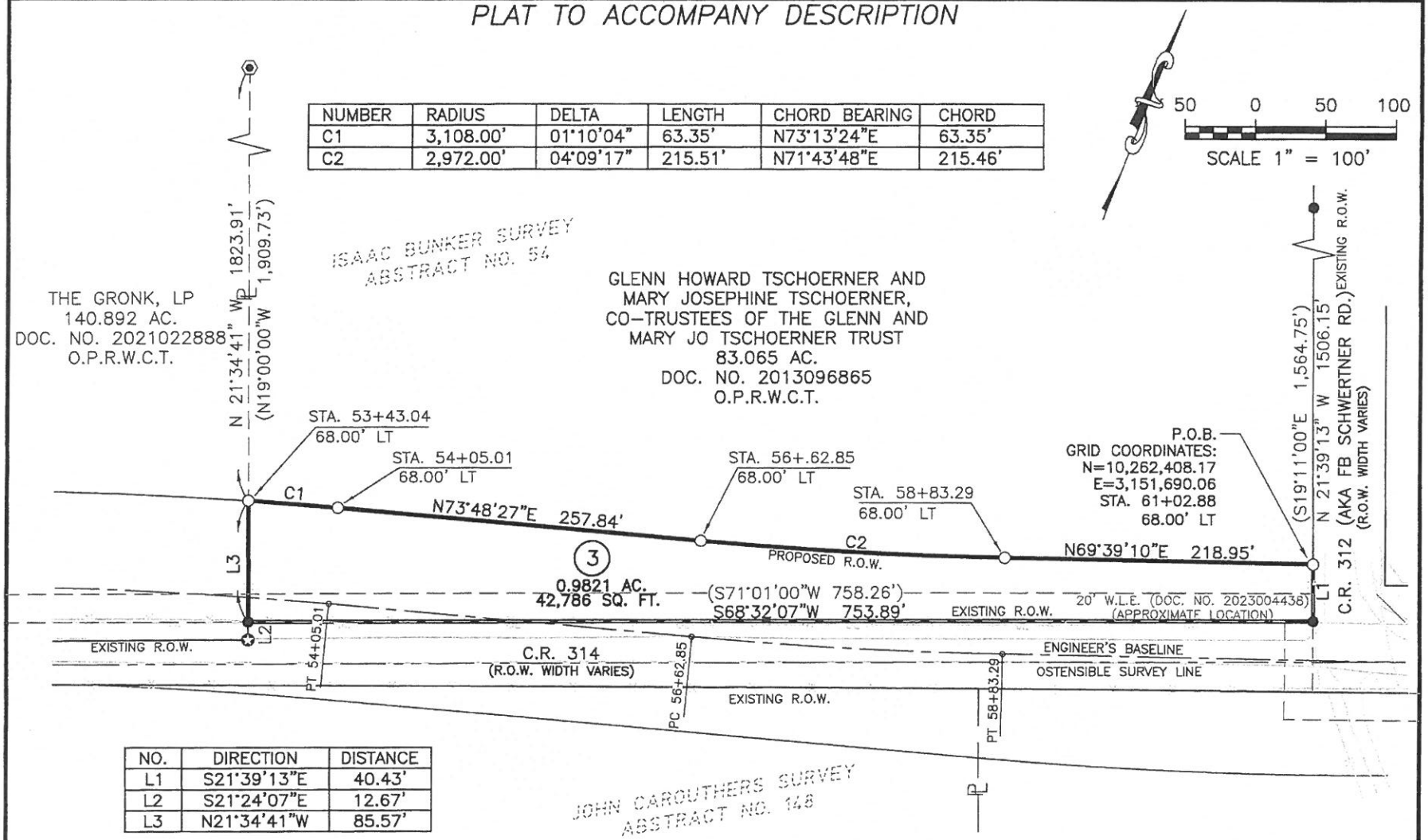
EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	3,108.00'	01°10'04"	63.35'	N73°13'24"E	63.35'
C2	2,972.00'	04°09'17"	215.51'	N71°43'48"E	215.46'



NO.	DIRECTION	DISTANCE
L1	S21°39'13"E	40.43'
L2	S21°24'07"E	12.67'
L3	N21°34'41"W	85.57'

PROJECT NO.: SLAN-001

11/07/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GLENN HOWARD TSCHOERNER AND MARY JOSEPHINE TSCHOERNER, CO-TRUSTEES OF THE GLENN AND MARY JO TSCHOERNER TRUST

PARCEL 3
0.9821 AC.
42,786 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART A OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

3) THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF# GT2301874, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JUNE 22, 2023, ISSUED DATE JUNE 28, 2023.

10a. RIGHT OF WAY EASEMENT DATED OCTOBER 14, 1936, EXECUTED BY CARL GISTINGER AND BERTHA GISTINGER TO TEXAS POWER LIGHT COMPANY, RECORDED IN VOLUME 283, PAGE 381, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10b. RIGHT OF WAY EASEMENT DATED OCTOBER 19, 1936, EXECUTED BY W. T. FOSTER ET AL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 283, PAGE 409, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10c. EASEMENT DATED OCTOBER 9, 1946, EXECUTED BY FELIX SCHWERTNER TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 346, PAGE 135, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10d. EASEMENT DATED MAY 16, 1973, EXECUTED BY JOSEPHINE SCHWERTNER TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY OF TEXAS, RECORDED IN VOLUME 576, PAGE 216, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10e. RIGHT OF WAY EASEMENT DATED OCTOBER 24, 1972, EXECUTED BY JOSEPHINE SCHWERTNER TO JARRELL-SCHWERTNER WSC, RECORDED IN VOLUME 601, PAGE 270, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10f. EASEMENT AND RIGHT OF WAY DATED MARCH 17, 1977, EXECUTED BY JOSEPHINE SCHWERTNER ET AL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 666, PAGE 239, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10g. EASEMENT AND RIGHT OF WAY DATED JANUARY 29, 1997, EXECUTED BY MARY JOSEPHINE TSCHOERNER TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED UNDER DOCUMENT NO. 9707633, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10h. WATER UTILITY EASEMENT WITH TEMPORARY CONSTRUCTION EASEMENT DATED JANUARY 11, 2023, EXECUTED BY GLENN AND MARY J. TSCHOERNER TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2023004438, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10i. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

10j. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10k. RIGHTS OF PARTIES IN POSSESSION.

10l. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND."

LEGEND

✪	COTTON SPINDLE FOUND
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
PL	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

INLAND GEODETIC

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

PROJECT NO.: SLAN-001

11/07/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GLENN HOWARD TSCHOERNER AND MARY JOSEPHINE TSCHOERNER, CO-TRUSTEES OF THE GLENN AND MARY JO TSCHOERNER TRUST

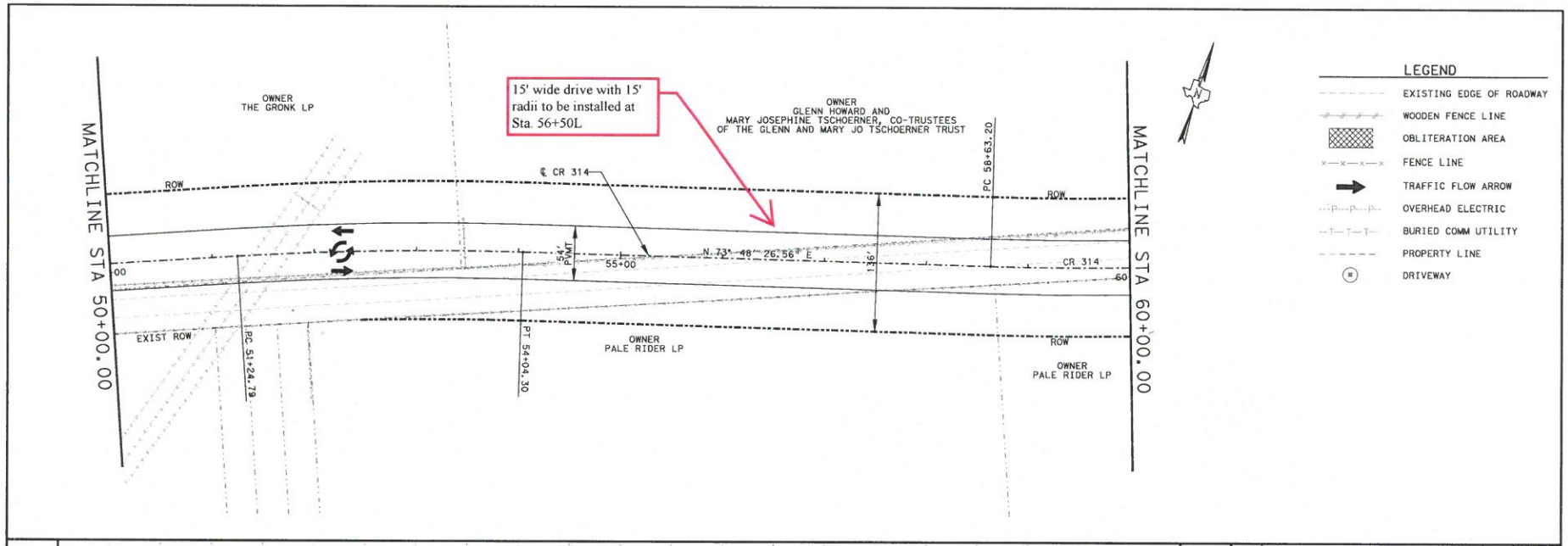
WILLIAMSON COUNTY

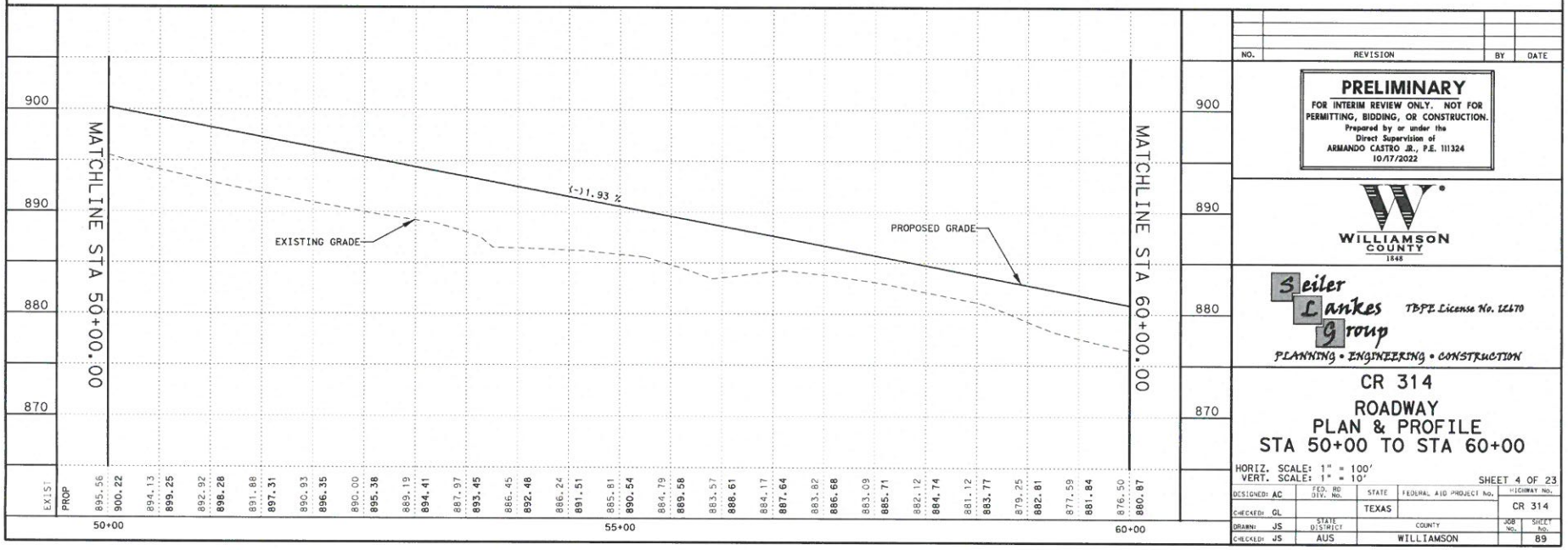
PROJECT C.R. 314

PARCEL 3
0.9821 AC.
42,786 SQ. FT.

60% SUBMITTAL

EXHIBIT "B"





NO.	REVISION	BY	DATE

PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the Direct Supervision of
ARMANDO CASTRO JR., P.E. 111324
10/17/2022

WILLIAMSON COUNTY
1848

Seiler Lankes Group
TBPE License No. 12670
PLANNING • ENGINEERING • CONSTRUCTION

CR 314
ROADWAY PLAN & PROFILE
STA 50+00 TO STA 60+00

HORIZ. SCALE: 1" = 100'
VERT. SCALE: 1" = 10'
SHEET 4 OF 23

DESIGNED: AC	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED: GL		TEXAS		CR 314
DRAWN: JS	STATE DISTRICT	COUNTY		JOB No. / SHEET No.
CHECKED: JS	AUS	WILLIAMSON		89

USER: rosetto
DATE: 10/17/2022 6:38
SCRIPT: p:\ftworrel.sbg-eng.com-Sbg-da\Documents\WILCO301-CR314\Design_Data\4 - Design\Miscellaneous\CR314_plot.pen
FILE: p:\ftworrel.sbg-eng.com-Sbg-da\Documents\WILCO301-CR314\Design_Data\4 - Design\Plan_Set\03 Roadway\CR314_PP_04.dgn

USER: mcastro
DATE: 10/17/2022 6:38
SCRIPT: pw://server.sig-eng.com:Sig-ds/Documents/WILCO301-CR314/Design_Data/4 - Design/Miscellaneous/CR314_plot.pen
FILE: pw://server.sig-eng.com:Sig-ds/Documents/WILCO301-CR314/Design_Data/4 - Design/Plan_Set/03. Roadway/CR314_PP_05.dgn

NO. | REVISION | BY | DATE

PRELIMINARY
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Prepared by or under the Direct Supervision of
ARMANDO CASTRO JR., P.E. 111324
10/17/2022

WILLIAMSON COUNTY 1848

Seiler Linkes Group
TBPE License No. 11470
PLANNING • ENGINEERING • CONSTRUCTION

CR 314
ROADWAY
PLAN & PROFILE
STA 60+00 TO STA 70+00

HORIZ. SCALE: 1" = 100'
VERT. SCALE: 1" = 10'

DESIGNED: AC	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET 5 OF 23
DRAWN: JS		TEXAS		
CHECKED: GL	STATE DIST.	COUNTY		HIGHWAY NO.
CHECKED: JS	AUS	WILLIAMSON		CR 314

JOB NO. 90 | SHEET NO. 208

EXHIBIT "C"

Parcel 3

DEED
County Road 314 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **THE GLENN AND MARY JO TSCHOERNER TRUST UNDER INSTRUMENT DATED OCTOBER 3, 2012,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.9821 acre (42,786 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2023.

[signature page follows]

GRANTOR:

The Glenn and Mary Jo Tschoerner Trust under instrument dated October 3, 2012

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Meeting Date: 12/12/2023

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 SH 195 @ Ronald Reagan.
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.
s) Discuss acquisition of right of way for Corridor J.
t) Discuss the acquisition of real property for CR 258.
u) Discuss the acquisition of real property for Southwestern Blvd.

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
d) Discuss Blue Springs Blvd. property

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	12/07/2023 09:10 AM
Form Started By: Charlie Crossfield		Started On: 12/06/2023 08:32 PM
Final Approval Date: 12/07/2023		

Commissioners Court - Regular Session **60.**

Meeting Date: 12/12/2023

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project 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	12/07/2023 09:11 AM
Charlie Crossfield (Originator)	Charlie Crossfield	12/07/2023 09:30 AM
Form Started By: Charlie Crossfield		Started On: 12/06/2023 08:32 PM
Final Approval Date: 12/07/2023		

Commissioners Court - Regular Session **62.**

Meeting Date: 12/12/2023

Appointment of Senior Director of Emergency Services

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Executive Session

Information

Agenda Item

Deliberate the appointment, evaluation and employment of the Senior Director of Emergency Services, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

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	12/08/2023 10:27 AM
Form Started By: Becky Pruitt		Started On: 12/08/2023 10:24 AM
Final Approval Date: 12/08/2023		

Commissioners Court - Regular Session **69.**

Meeting Date: 12/12/2023

Appointment of Senior Director of Emergency Services

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the tender of an offer of employment, hiring and appointment for the position of Senior Director of Emergency Services.

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	12/08/2023 10:27 AM
Form Started By: Becky Pruitt		Started On: 12/08/2023 10:25 AM
Final Approval Date: 12/08/2023		