NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 5, 2024
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 26)

3. Discuss, consider and take appropriate action on a line item transfer for Public Affairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0406.005741	Computer Software	$50,000.00
TO	0100.0406.004100	Professional Services	$50,000.00

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

5. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 02/29/2024 for the Williamson County Tax Assessor/Collector.

6. Discuss, consider, and take appropriate action on authorizing the disposal of county capital assets through Auction including one mobile home, pursuant to Texas Local Government Code 263.152.

7. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade In, pursuant to Texas Local Government Code 263.152, for the period of 02.01.24 through 02.26.24.

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 02.01.24 through 02.26.24.

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 02.01.24 through 02.26.24.

10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 02.01.24 through 02.26.24.

11. Discuss, consider, and take appropriate action concerning the appointment of Anita Lozano as Deputy Constable for Precinct 1.

12. Discuss, consider and take appropriate action to approve an amendment to a subrecipient agreement between Williamson County and the City of Thrall for Infrastructure Improvements to the water project serving the community for reimbursement under the American Rescue Plan Act (ARPA).

13. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to use the neighboring field for a shelter event.

14. Discuss, consider and take appropriate action regarding approval and receipt of the Vehicle Reimbursement Agreement with Palm Valley Lutheran Church for off-duty contracting of Constable Pct. 1 Deputies to be effective March 24, 2024.

15. Discuss, consider, and take appropriate action on approving Funding Agreement #2024116 between Williamson County and Simple Sparrow Care Farm for occupational therapy services for $30,000.00, and authorizing the execution of the agreement.

16. Discuss, consider, and take appropriate action on approving agreement #2024138 for fencing around three (3) Remote Automated Weather Stations (RAWS) to provide security and keep people and wildlife from tampering with the stations in the amount of $14,080.00 and authorize execution of the agreement. The funding source is P383

17. Discuss, consider, and take appropriate action on approving Statement of Work #2024143 between Williamson County and CDW Government, LLC for Active Directory Remediation for a total amount of $69,880.00, pursuant to Omnia contract #R210401, and authorize the execution of the agreement.

18. Discuss, consider, and take appropriate action on approving the Agreement #2424142 for fencing for Brushy Creek Regional Train Phase V between Williamson County and Texas Ranch Enhancements LLC to provide fence and fence installation services in the amount of $15,500.00 and authorizing execution of the Agreement.

19. Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing planning, design & engineering services for the Southwest Regional Park – Disc Golf Parking Pave to K.C. Engineering, Inc., in the amount up to $35,290.00, and authorize execution of the agreement.

20. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services #2024152 with Texas AirSystems, LLC for the Central Maintenance Facility (CMF) HVAC replacement for Facilities Management in the amount of $91,450.00, pursuant to Cooperative Contract #TIPS 220106, and authorize execution of the agreement.

21. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services #2024147 with 360 TXC, LLC for the County District Attorney's (DA) Offices Remodel for Facilities Management in the amount of $32,846.00 pursuant to Cooperative Contract #PCA OD 311-20, and authorize execution of the agreement.

22. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Cross Culvert Replacements Phase 2 FY24, under IFB #24IFB37.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Ronald W Reagan Blvd Milling and Overlay, under IFB #24IFB38.

24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for CR 404 Pavement Rehabilitation, under IFB #24IFB39. The funding source is P646

25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for County Road Seal Coat FY 24 Improvements, under IFB #24IFB40.

26. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 2 under Williamson County Contract between SWCA, Inc. and Williamson County dated February 25, 2020 for CR 255 Environmental Services. This supplemental is to increase the maximum amount payable to $62,138.89. Funding source: P546.

REGULAR AGENDA

27. Hear a presentation on the Procedures and Duties of the Magistrate's Office and Associate Judges.

28. Discuss, consider and take appropriate action on recognizing Williamson County OEM's StormReady certification. Williamson County Office of Emergency Management would like to be recognized for being a StormReady Community presented by the National Weather Service.

29. Discuss, consider and take appropriate action on a resolution regarding border security.

30. Discuss, consider, and take appropriate action regarding Williamson County Wellness Updates.

31. Discuss, consider, and take appropriate action regarding repairs to County vehicles damaged during the September 24, 2023 hail storm.

32. Discuss, consider and take appropriate action on entering an agreement with the OCA for a Business Court in Williamson County.

33. Discuss, Consider, and take appropriate action on Funding for ARPA Grant funded position for the District Clerk's office beginning January 1, 2025.

34. Discuss, consider, and take appropriate action on funding for ARPA Grant funded positions in the County Attorney's office beginning January 1, 2025.

35. Discuss, consider, and take appropriate action to convert three DA Felony Prosecutor II positions from ARPA funded positions to permanent positions, effective January 1, 2025.

36. Discuss, consider and take appropriate action to convert Domestic Violence Detective Pcn#2077.001105 position from an ARPA funded grant position to a permanent position in the Sheriff's Office general funds to be effective January 1, 2025.

37. Discuss, consider and take appropriate action to convert CCG Deputy Pcn #2010.001105 and 2011.001105 positions from ARPA funded grant positions to permanent positions in the Sheriff's Office general funds to be effective January 1, 2025.

38. Discuss, consider and take appropriate action to convert CCG Physician Assistant PCN#2005.001100 position from an ARPA funded grant position to a permanent position in the Sheriff's Office general funds to be effective January 1, 2025.

39. Discuss, consider and take appropriate action on the engagement of the law firm of Eric Opiela PLLC to represent and provide legal advice to Williamson County in relation to election law matters and future matters at the request of the Williamson County Commissioners Court through its General Counsel’s Office; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov’t Code § 262.024(a)(4).

40. Discuss, consider and take appropriate action on HIPAA Business Associates Agreement between Williamson County and the Williamson County and Cities Health District.

41. Discuss, consider and take appropriate action on the American Rescue Plan Act (ARPA) subrecipient agreement with Bluebonnet Trails Community Services for Primary Care Integration, Diversion Center Expansion, Withdrawal Management and Adult Respite Safety.

42. Discuss, consider, and take appropriate action on approving the Contract for Construction #2024148 with TD Industries, Inc. for the Jail North HVAC Upgrades for Facilities Management in the amount of $144,200.00, pursuant to Cooperative Purchasing BuyBoard Contract Number #720-23, and authorize execution of the agreement.

43. Discuss, consider, and take appropriate action on approving the Contract for Construction #2024149 with TD Industries, Inc. for the CJC North Makeup Air Unit (MAU) Replacement for Facilities Management in the amount of $282,537.00, pursuant to Cooperative Purchasing – BuyBoard - Contract Number #720-23, and authorize execution of the agreement.

44. Discuss, consider, and take appropriate action on approving the Contract for Construction #2024150 with Falkenberg Construction Co., Inc., for the Jail Facade Make Safe for Facilities Management in the amount of $194,284.03, pursuant to Cooperative Purchasing – BuyBoard - Contract Number #581-19, and authorize execution of the agreement.

45. Discuss, consider, and take appropriate action on a First Amended and Restated Contract for Planning, Design & Engineering Services Contract between Williamson County and Halff Associates, Inc. relating to Berry Springs Park Improvements Project (P559).

46. Discuss, consider, and take appropriate action regarding prioritization of potential congressional earmark projects.

47. Discuss, consider, and take appropriate action on awarding Engineering Services for Wilco Development Services Assistance to Doucet & Associates, Garver, LLC and K Friese & Associates, LLC, with the maximum payable amount for each agreement at three million dollars $3,000,000.00 and authorize execution of the agreements.

48. Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of $23,099.72 for Project 1810-265 North Mays Extension (Capital Excavation) P: 224 Funding Source: Road Bond.

49. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 404 Realignment Project, a Road Bond Project in Commissioner Pct. 4. P391.

50. Discuss, consider and take appropriate action on an Agreement for Gift of Real Property with CLI C7 Ranch Owner, LLC. for 1.379 AC as right of way and 0.6896 AC for a waterline easement as required for the construction of Ronald Reagan Boulevard Segment B. (Parcel 5) Funding Source: Road Bonds P336

51. Discuss, consider and take appropriate action on an Agreement for Exchange and Gift of Real Property with C7(II) Ranch Ltd. Williamson County will exchange 1.911 AC of excess right of way for 0.3066 AC and 0.7185 AC as right of way and 0.0546 AC for a drainage easement and C7 (II) Ranch Ltd. will grant a new waterline easement to the City of Georgetown across 0.1916 AC and 0.2721 AC all required for the construction of the Ronald Reagan Widening project. (Parcel 6) Funding Source Road Bonds P336

52. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements CR 332 Roadway Construction Project with the Jarrell-Schwertner Water Supply Corporation. Funding Source: Road Bonds P366

53. Discuss, consider and take appropriate action on a Rule 11 Condemnation Agreement with Jeffrey W. Vogel to acquire 0.272 acres needed as right of way on the CR 279 @ Bagdad Rd. project (Parcel 29). Funding Source: Road Bonds P343

54. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 4.377 acres as Right of Way and 0.289 acres as an electric easement required for the construction of Hero Way. (The Park at Cypress Creek, LLC/ Parcel 333 and 333E) Funding Source: TANS P588

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)."

55. 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 the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
q) Discuss the acquisition of right of way for CR 314.
r) Discuss acquisition of right of way for Corridor J.
s) Discuss the acquisition of real property for Southwestern Blvd.
t) Discuss the acquisition of right-of-way for CR 313.

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

56. 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
k) Project School Bus

57. 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. 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

12. 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
13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. 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
16. 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
17. 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
18. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two
19. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; In the United States District Court for the Western District of Texas, Austin Division
20. Cause No. 24-0219-C395; Debra Damman et al. v. Steve Armbruster et al.; In the 395th Judicial District Court of Williamson County, Texas
21. Cause No. 24-0115-C395; Williamson County Republican Party Executive Committee, John Gordon, Precinct Chair #123, Debra Damman, Precinct Chair #151 v. Williamson County Elections Department et al., In the 395th District Court of Williamson County, Texas

c. Administrative Complaints:

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

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.

58. 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).

59. 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).

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

REGULAR AGENDA (continued)

61. Discuss and take appropriate action concerning economic development.

62. Discuss and take appropriate action concerning real estate.

63. 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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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
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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
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12. 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
13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
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17. 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
18. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two
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21. Cause No. 24-0115-C395; Williamson County Republican Party Executive Committee, John Gordon, Precinct Chair #123, Debra Damman, Precinct Chair #151 v. Williamson County Elections Department et al., In the 395th District Court of Williamson County, Texas

c. Administrative Complaints:

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

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e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.

64. 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.

65. Comments from Commissioners.

66. 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 1st day of March 2024 at 3:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 03/05/2024

Line item transfer for Public Affairs

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Consent

Information

Agenda Item

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

Background

Funding for a county-wide community survey was put into the Public Affairs budget under computer software (5741) and it should fall under 406 under professional services (4100).

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0406.005741	Computer Software	$50,000.00
TO	0100.0406.004100	Professional Services	$50,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:14 PM
Budget Office	Saira Hernandez	02/29/2024 11:06 AM
Form Started By: Connie Odom		Started On: 02/26/2024 01:56 PM
Final Approval Date: 02/29/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 03/05/2024

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	02/28/2024 01:54 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:21 PM
Form Started By: Kayla Marek		Started On: 02/28/2024 01:38 PM
Final Approval Date: 02/28/2024		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salsry	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Unified Road Systems	Operator IV.1584.001100.	04024	$64,629.34	$1,615.74	2.50	$66,245.09	-	MERIT	15-Mar-24
Tax Assessor/Collector	Tax Specialist II.1441.001100.	16698	$38,376.00	$959.40	2.50	$39,335.40	-	MERIT	15-Mar-24

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0200	0210	001100	$ 1,615.74	
01	0200	0210	001130		$ 1,615.74
01	0100	0499	001100	$ 959.40	
01	0100	0499	001130		$ 959.40

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
Commissioners Court - 401	2018	16632	N/A	N/A	$111,558.73	$96,071.35	$15,487.38	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 2018 to PCNs 1760 and 2101	3/15/2024
Commissioners Court - 401	1760	Vacant	N/A	N/A	$92,537.35	$102,857.30	N/A	$10,319.95	Reallocation of position budget as allowed by policy. Surplus salary from PCN 2018 to PCNs 1760 and 2101	3/15/2024
Commissioners Court - 401	2101	Vacant	N/A	N/A	$78,893.07	$84,060.50	N/A	$5,167.43	Reallocation of position budget as allowed by policy. Surplus salary from PCN 2018 to PCNs 1760 and 2101	3/15/2024

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

Commissioners Court - Regular Session **5.**

Meeting Date: 03/05/2024

Property Tax Refunds - Over 2500 - Through 02/29/24

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 02/29/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

021624-022924 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 01:09 PM
Form Started By: Cathy Atkinson		Started On: 02/29/2024 10:32 AM
Final Approval Date: 02/29/2024		

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: February 29, 2024

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

Property Tax
Account QuickReport
As of February 29, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	02/23/2024	102157	APPLE INC	Multiple Accounts - Overpayments	-58,144.66
Check	02/29/2024	102199	SUNFLOWER BANK	R654765 - Double payment	-4,613.71
Total Refunds Payable - Taxpayers					-62,758.37
TOTAL					**-62,758.37**

Commissioners Court - Regular Session **6.**

Meeting Date: 03/05/2024

Capital Asset for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of county capital assets through Auction including one mobile home, pursuant to Texas Local Government Code 263.152.

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Capital Asset for Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 03:35 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:06 PM
Form Started By: Misty Brooks		Started On: 02/07/2024 03:30 PM
Final Approval Date: 02/28/2024		

Asset Status Change

Title:	i:0#.f|membership|dbutler@wilco.org - 25-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	1997 Mobile Home
1. Manufacturer ID #:	TXFLV12A30067FD11
1. Oracle Asset #:	NOT AN ASSET LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Non-Departmental
Transferring Dept. Contact Person	Dale Butler
Transferring Dept. Contact Ph#:	512-943-1609
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Dale Butler 1/25/2024 2:39 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	3/5/2024

Asset Status Change

Commissioners Court - Regular Session **7.**

Meeting Date: 03/05/2024

Assets for Trade In Monthly Report 03.05.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade In, pursuant to Texas Local Government Code 263.152, for the period of 02.01.24 through 02.26.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February Trade In Assets Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 03:46 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:08 PM
Form Started By: Misty Brooks		Started On: 02/21/2024 01:39 PM
Final Approval Date: 02/28/2024		

"February 2024	Monthly Report	**Court Date:**	03.05.24
Williamson County - Assets for Trade-In		**Agenda #:**	33696
Item	**Serial Number**	**Quantity**	**Department**
STRYKER STRETCHER 6506 POWER-POR	160140278	1	Emergency Med Services

Commissioners Court - Regular Session **8.**

Meeting Date: 03/05/2024

Assets for Auction Monthly Report 03.05.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 02.01.24 through 02.26.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February Assets Auction Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 03:34 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:05 PM
Form Started By: Misty Brooks		Started On: 02/07/2024 02:49 PM
Final Approval Date: 02/28/2024		

*February 2024 | Monthly Report | **Court Date:** | 03.05.24

Williamson County - Assets for Auction | **Agenda #:** | 33630

Item	Serial Number	Quantity	Department
Dell All in one	F7J13W2	1	395th District
Dell All in one		1	395th District
Badgy 100 badge printer w/accessories	10000449938	1	911 Communications
Frog ear outdoor emergency lights		48	Building Maintenance
3 shelf storage rack 8ft long x 2.3 ft wide x 4 ft tall		1	Building Maintenance
net lights, warm white		30	Building Maintenance
HVAC RENPS R6.0 Duct vent caps		14	Building Maintenance
Flexible Duct plain ends 8 in diameter price by foot.		48	Building Maintenance
2019 Dell Latitude Laptop	7NY79Y2	1	Commissioners Court
2015 Dell 22" monitor	MX-OYK37H-74446-57T-AEDS	1	Commissioners Court
2012 Dell 24" monitor	CN-OGFXN4-74445-28G-689S	1	Commissioners Court
Dell 23" monitor	MX-OJU436-74262-83Q-1LVS	1	Commissioners Court
2017 Dell 23" monitor	CN-OKHONG-QDC00-7BQ-5FHB-A02	1	Commissioners Court
Metal desk		3	Constables 4
HP Laser Jet 500 M551 printer	CNDCG6M053	1	Constables 4
Burgundy guest chair		2	County Attorney
Dell 24" touch screen monitor P2418HT	2DG9NS2	1	County Attorney
Dell docking station		2	County Attorney
Dell Latitude 5300 2 in 1	HY5LQT2	1	County Attorney
Dell Latitude 5300 2 in 1	JY5LQT2	1	County Attorney
Dell 22" monitors		8	County Attorney
Dell 22" monitors		4	County Attorney
Dell optiplex	8W40W12	1	County Court at Law 3
Dell latitude	JRF7042	1	County Court at Law 3
dell latitude 5580	9B93QH2	1	County Court at Law 4
Optiplex 7090 desktop tower	FV1VTD3	1	Emergency Management
Laptop bags (old)		2	Emergency Management
Optiplex 7060 desktop tower	8BHW0S2	1	Emergency Management
HP OFFICEJET PRO 9010	TH96E4804T	1	Emergency Management
Dell Latitude 5289	FRNMBH2	1	Fleet Services
OPTIPLEX 7070	G90NPY2	1	Health District-State Purchased
LATITUDE 5501	13HH3Z2	1	Health District-State Purchased
PRECISION 3530	8L9DVT2	1	Health District-State Purchased
OPTIPLEX 7070	7WT8PY2	1	Health District-State Purchased
OPTIPLEX 7070	7WVCPY2	1	Health District-State Purchased
Computer Monitors		6	Health District-State Purchased
LATITUDE 5500	51P80R2	1	Health District-State Purchased
LATITUDE 5501	8XHNM33	1	Health District-State Purchased
LATITUDE 5511	CNNJ063	1	Health District-State Purchased
LATITUDE 5500	J6MRYW2	1	Health District-State Purchased
LATITUDE 5500	6MP80R2	1	Health District-State Purchased
LATITUDE 5500	GCGTYW2	1	Health District-State Purchased
LATITUDE 5500	BFP80R2	1	Health District-State Purchased
LATITUDE 5501	7T991Z2	1	Health District-State Purchased
LATITUDE 5500	7GP80R2	1	Health District-State Purchased
Dell OptiPlex 7070	59CPSZ2	1	Human Resources
Dell OptiPlex 7070	59CNSZ2	1	Human Resources
Dell Latitude 5590	6B3SJR2	1	Infrastructure Department
Optiplex 7040	8XSLXG2	1	Infrastructure Department
Dell Printer 3130 CN	534PQF1	1	Juvenile Services
HP DeskJet 6988 Printer	MY7BN2R0ST	1	Juvenile Services
HP LaserJet 4250n	CNGXB26636	1	Juvenile Services
Dell P170St monitor	OBA-AQDU	1	Juvenile Services
Dell P170St monitor	27V-147L	1	Juvenile Services
Dell Monitor P2014Ht	48S-BUWL	1	Juvenile Services
Dell Optiplex 7450 AIO	5LB3C02	1	Juvenile Services
Dell Optiplex 7450 AIO	JMB3C02	1	Juvenile Services
Dell Optiplex 7440 AIO	C5JLB02	1	Juvenile Services
Dell Multimedia Speaker AX510	8CF0920	1	Juvenile Services
Dell Multimedia Speaker AX510	8CF0870	1	Juvenile Services
Dell Multimedia Speaker AX510	2BM3649	1	Juvenile Services
Dell Multimedia Speaker AX510	9CB2705	1	Juvenile Services
Dell Multimedia Speaker AX510	2BM3647	1	Juvenile Services
Dell Multimedia Speaker AX510	9CB2699	1	Juvenile Services
Dell Multimedia Speaker AX510	961864	1	Juvenile Services
Dell Multimedia Speaker AX510	8CF0995	1	Juvenile Services
Dell Multimedia Speaker AX510	1CF0070	1	Juvenile Services
Dell Multimedia Speaker AX510	1CF0116	1	Juvenile Services
1 Large box with mix computer cables and power cords		1	Juvenile Services
Dell Printer 2350dn	BYZJGN1	1	Juvenile Services
Dell P1913t with docking station	4c4455M	1	Juvenile Services
Dell P170St	9CMAQNU	1	Juvenile Services
Dell P170St	OBAAPYU	1	Juvenile Services
Dell E2014Hf	51PD2VL	1	Juvenile Services
Dell E2014Hf	51PD3VL	1	Juvenile Services
Dell P1913b	41L1RDL	1	Juvenile Services
Multimedia Speaker AX510	961648	1	Juvenile Services
Multimedia Speaker AX510	9CB2725	1	Juvenile Services
Multimedia Speaker AX510	9C94204	1	Juvenile Services
Multimedia Speaker AX510	1FC0019	1	Juvenile Services
Dell Optiplex 7440 AIO	76SY902	1	Juvenile Services
Dell Optiplex 7440 AIO	D4YJ182	1	Juvenile Services
Dell Optiplex 7440 AIO	B4SY902	1	Juvenile Services
Dell Optiplex 7440 AIO	7HJLB02	1	Juvenile Services
Dell Optiplex 7450 AIO	1ZR1C02	1	Juvenile Services
Dell Optiplex 7450 AIO	8LS1C02	1	Juvenile Services
Dell Optiplex 7450 AIO	92X0C02	1	Juvenile Services
Dell Latitude 5590	1R7WMQ2	1	Juvenile Services
Dell Latitude 5590	6KQVMQ2	1	Juvenile Services
Dell Latitude 5590	J4KVMQ2	1	Juvenile Services
Dell Latitude 5590	1LCVMQ2	1	Juvenile Services
Dell Latitude 5590	29FWMQ2	1	Juvenile Services
Dell Latitude 5580	BF4TJM2	1	Juvenile Services
DVD Players	5809766	1	Juvenile Services
DVD Players	QE2A1325174253	1	Juvenile Services

Dell Monitor P1913b	41L-1G8L	1	Juvenile Services
Dell Monitor P1913b	41L-1T0L	1	Juvenile Services
Dell Monitor P1913b	41L-1RDL	1	Juvenile Services
Dell Monitor E2014Hf	51P-D2VL	1	Juvenile Services
Dell Monitor E2014Hf	51P-D3VL	1	Juvenile Services
Dell Monitor P170Sb	2CJ-1H4U	1	Juvenile Services
1 Box with old Key boards, Mouses, Power cables.		15	Juvenile Services
1 Box of Old analog bullet cameras		15	Juvenile Services
Filing cabinets		3	Parks
Office chairs		8	Parks
Pallets		30	Parks
Olive Green, Uniform Tactical Pants (Unservicable - Torn/Stained)		14	Parks
Button Down, Tan, Uniform Work Shirts ((Unservicable - Torn/Stained)		22	Parks
T-Shirts		12	Parks
Button Down, Uniform Shirts (Unservicable - Torn/Stained)		26	Parks
Uniform Jacket (Unservicable - Torn/Stained)		1	Parks
Cherrywood, Hon brand office desk		4	Sheriff's Office
Cherrywood, unk. brand book case		2	Sheriff's Office
Tan Fireking brand upright filing cabinet		1	Sheriff's Office
Various models & color office chairs		18	Sheriff's Office
Various size and style white boards		3	Sheriff's Office

Asset Status Change

Title:	i:0#.f|membership|kmarrou@wilco.org - 22-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	11760
1. Manufacturer ID #:	Dell All in one
1. Oracle Asset #:	F7J13W2
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	11761
2. Manufacturer ID #:	Dell All in one
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
Transferring Dept.:	395th District
Transferring Dept. Contact Person	Kayla Marrou
Transferring Dept. Contact Ph#:	512-943-1395
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kayla Marrou 1/22/2024 9:49 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	1/25/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 06-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Badgy 100 badge printer w/accessories
1. Manufacturer ID #:	SN: 10000449938 Asset # 136312
1. Oracle Asset #:	136312
1. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 2/6/2024 11:00 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 29-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	48
1. Description:	Frog ear outdoor emergency lights
1. Manufacturer ID #:	Elmre LP220L T M12
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 1/29/2024 1:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/2/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 31-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	3 shelf storage rack 8ft long x 2.3 ft wide x 4 ft tall
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 1/31/2024 10:24 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33635

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 08-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	30
1. Description:	net lights, warm white
1. Manufacturer ID #:	led strings
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	14
2. Description:	HVAC RENPS R6.0 Duct vent caps
2. Manufacturer ID #:	Hart/Cooley #090125
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	48
3. Description:	Flexible Duct plain ends 8 in diameter price by foot.
3. Manufacturer ID #:	Hart 8 in class 1
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 2/8/2024 2:10 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/9/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|connie.odom@wilco.org - 12-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2019 Dell Latitude Laptop
1. Manufacturer ID #:	7NY79Y2
1. Oracle Asset #:	233084
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2015 Dell 22" monitor
2. Manufacturer ID #:	MX-OYK37H-74446-57T-AEDS
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	2012 Dell 24" monitor
3. Manufacturer ID #:	CN-OGFXN4-74445-28G-689S
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell 23" monitor
4. Manufacturer ID #:	MX-OJU436-74262-83Q-1LVS
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	2017 Dell 23" monitor
5. Manufacturer ID #	CN-OKHONG-QDC00-7BQ-5FHB-A02
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Commissioners Court
Transferring Dept. Contact Person	Connie Odom
Transferring Dept. Contact Ph#:	512-943-1663
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Andrea Schiele 2/12/2024 1:03 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|brian.olson@wilco.org - 07-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Metal desk
1. Manufacturer ID #:	None
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Laser Jet 500 M551 printer
2. Manufacturer ID #:	CNDCG6M053
2. Oracle Asset #:	113235
2. Condition of Assets:	Working
Transferring Dept.:	Constables 4
Transferring Dept. Contact Person	Brian Olson
Transferring Dept. Contact Ph#:	512-352-4181
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Brian Olson 2/7/2024 5:15 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/9/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 13-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 2 in 1
1. Manufacturer ID #:	Service Tag: HY5LQT2
1. Oracle Asset #:	233167
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5300 2in1
2. Manufacturer ID #:	Service Tag: JY5LQT2
2. Oracle Asset #:	233165
2. Condition of Assets:	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 2/13/2024 9:40 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 13-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Dell 22" monitors
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 2/13/2024 11:30 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 13-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell 22" moniotrs
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 2/13/2024 12:02 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 13-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Burgundy guest chair
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell 24" touch screen monitor P2418HT
2. Manufacturer ID #:	Service Tag: 2DG9NS2
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Dell docking station
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 2/13/2024 8:36 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|diana.jackson@wilco.org - 30-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell optiplex
1. Manufacturer ID #:	8W40W12
1. Oracle Asset #:	86217
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell latitude
2. Manufacturer ID #:	JRF7042
2. Oracle Asset #:	146427
2. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 3
Transferring Dept. Contact Person	Diana Jackson
Transferring Dept. Contact Ph#:	5129431162
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Doug Arnold 1/30/2024 3:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sthreadgill@wilco.org - 08-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	dell latitude 5580
1. Manufacturer ID #:	9B93QH2
1. Oracle Asset #:	207870
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 4
Transferring Dept. Contact Person	Sharrion Threadgill
Transferring Dept. Contact Ph#:	(512) 943-1681
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Sharrion Threadgill 2/8/2024 12:51 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 06-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7090 desktop tower
1. Manufacturer ID #:	SERVICE TAG: FV1VTD3
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Laptop bags (old)
2. Manufacturer ID #:	unknown
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7060 desktop tower
3. Manufacturer ID #:	SERVICE TAG: 8BHW0S2
3. Oracle Asset #:	214993
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP OFFICEJET PRO 9010
4. Manufacturer ID #:	SN: TH96E4804T
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Shantelle Brannon 2/6/2024 4:43 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630

Asset(s) delivered to warehouse on:	2/15/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 31-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5289
1. Manufacturer ID #:	Service Tag # FRNMBH2 County Asset Tag # 1179
1. Oracle Asset #:	193720
1. Condition of Assets:	Working
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Kevin Teller
Transferring Dept. Contact Ph#:	512-943-3368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kevin Teller 2/1/2024 6:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/1/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	COMPUTER MONITORS
1. Manufacturer ID #:	NA
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LATITUDE 5500
2. Manufacturer ID #:	51P80R2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	LATITUDE 5501
3. Manufacturer ID #:	8XHNM33
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	LATITUDE 5511
4. Manufacturer ID #:	CNNJ063
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	LATITUDE 5500
5. Manufacturer ID #	J6MRYW2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LATITUDE 5500
1. Manufacturer ID #:	6MP80R2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LATITUDE 5500
2. Manufacturer ID #:	GCGTYW2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	LATITUDE 5500
3. Manufacturer ID #:	BFP80R2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	LATITUDE 5501
4. Manufacturer ID #:	7T991Z2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	LATITUDE 5500
5. Manufacturer ID #	7GP80R2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:55 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	G90NPY2
1. Oracle Asset #:	228106
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LATITUDE 5501
2. Manufacturer ID #:	13HH3Z2
2. Oracle Asset #:	237341
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	PRECISION 3530
3. Manufacturer ID #:	8L9DVT2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7070
4. Manufacturer ID #:	7WT8PY2
4. Oracle Asset #:	227127
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7070
5. Manufacturer ID #	7WVCPY2
5. Oracle Asset #	227123
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 07-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7070 wilco #11156
1. Manufacturer ID #:	59CPSZ2
1. Oracle Asset #:	233117
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 7070 Wilco #11155
2. Manufacturer ID #:	59CNSZ2
2. Oracle Asset #:	233116
2. Condition of Assets:	Unknown
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Holly Jung 2/8/2024 12:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/9/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 27-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5590
1. Manufacturer ID #:	Service Tag # 6B3SJR2 County Asset Tag # 9286
1. Oracle Asset #:	215072
1. Condition of Assets:	Working
Transferring Dept.:	Infrastructure Department
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	512-943-3331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kelly J. Murphy 2/9/2024 9:07 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/9/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 20-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7040
1. Manufacturer ID #:	Service Tag # 8XSLXG2 County Asset Tag # 17818
1. Oracle Asset #:	176574
1. Condition of Assets:	Working
Transferring Dept.:	Infrastructure Department
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	512-943-3331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kelly J. Murphy 2/9/2024 9:08 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/9/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 07-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Dell Monitor P1913b
1. Manufacturer ID #:	41L-1G8L; 41L-1T0L; 41L-1RDL;
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Monitor E2014Hf
2. Manufacturer ID #:	51P-D2VL; 51P-D3VL;
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor P170Sb
3. Manufacturer ID #:	2CJ-1H4U
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	15
4. Description:	1 Box with old Key boards, Mouses, Power cables.
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	15
5. Description	1 Box of Old analog bullet cameras
5. Manufacturer ID #	Unkown
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 2/9/2024 9:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/12/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 07-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell Optiplex 7440 AIO
1. Manufacturer ID #:	76SY902; D4YJ182; B4SY902; 7HJLB02
1. Oracle Asset #:	146405, 146415, 146409, 182609
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Dell Optiplex 7450 AIO
2. Manufacturer ID #:	1ZR1C02; 8LS1C02; 92X0C02
2. Oracle Asset #:	207841, 207851, 207846
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Dell Latitude 5590
3. Manufacturer ID #:	1R7WMQ2; 6KQVMQ2; J4KVMQ2; 1LCVMQ2; 29FWMQ2
3. Oracle Asset #:	216038, 216049, 216037, 216039
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5580
4. Manufacturer ID #:	BF4TJM2;
4. Oracle Asset #:	207863
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	DVD Players
5. Manufacturer ID #	5809766; QE2A1325174253
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 2/9/2024 9:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/12/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 01-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Printer 3130 CN
1. Manufacturer ID #:	534PQF1
1. Oracle Asset #:	56969
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	HP DeskJet 6988 Printer
2. Manufacturer ID #:	MY7BN2R0ST
2. Oracle Asset #:	not found in Oracle
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	HP LaserJet 4250n
3. Manufacturer ID #:	CNGXB26636
3. Oracle Asset #:	42188
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Dell P170St monitor
4. Manufacturer ID #:	OBA-AQDU; 27V-147L
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	DELL MONITOR P2014Ht
5. Manufacturer ID #	48S-BUWL
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 2/9/2024 9:11 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/12/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 21-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell P1913t with docking station
1. Manufacturer ID #:	4c4455M;
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell P170St
2. Manufacturer ID #:	9CMAQNU; OBAAPYU;
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Dell E2014Hf
3. Manufacturer ID #:	51PD2VL; 51PD3VL
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell P1913b
4. Manufacturer ID #:	41L1RDL
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	Multimedia Speaker AX510
5. Manufacturer ID #	0961648; 9CB2725; 9C94204; 1FC0019
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 2/9/2024 9:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/12/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 21-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Optiplex 7450 AIO
1. Manufacturer ID #:	5LB3C02; JMB3C02
1. Oracle Asset #:	207837,207850
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7440 AIO
2. Manufacturer ID #:	C5JLB02
2. Oracle Asset #:	182614
2. Condition of Assets:	Working
3. Quantity (Mandatory):	10
3. Description:	Dell Multimedia Speaker AX510
3. Manufacturer ID #:	8CF0920; 8CF0870; 2BM3649; 9CB2705; 2BM3647; 9CB2699; 0961864; 8CF0995; 1CF0070; 1CF0116
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	1 Large box with mix computer cables and power cords
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Printer 2350dn
5. Manufacturer ID #	BYZJGN1
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 2/9/2024 9:11 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/12/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|andy.bowerman@wilco.org - 25-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Filling Cabients
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	8
2. Description:	OFFICE CHAIRS
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	30
3. Description:	PALLETS
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	512-364-8336
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 1/25/2024 10:56 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/7/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kgeer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	14
1. Description:	Olive Green, Uniform Tactical Pants (Unservicable - Torn/Stained)
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Quantity (Mandatory)::	22
2. Description:	Button Down, Tan, Uniform Work Shirts ((Unservicable - Torn/Stained)
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Quantity (Mandatory):	12
3. Description:	T-Shirts
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Quantity (Mandatory):	26
4. Description:	Button Down, Uniform Shirts (Unservicable - Torn/Stained)
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Quantity (Mandatory):	1
5. Description	Uniform Jacket (Unservicable - Torn/Stained)
5. Manufacturer ID #	N/A
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	5129431944
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 2/15/2024 11:59 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630
Asset(s) delivered to warehouse on:	2/16/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sprior@wilco.org - 08-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Cherrywood, Hon brand office desk
1. Manufacturer ID #:	unknown, no service tag #
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Cherrywood, unk. brand book case
2. Manufacturer ID #:	unknown, no service tag#
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Tan Fireking brand upright filing cabinet
3. Manufacturer ID #:	WCSO service tag #A100761 & #11779
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	18
4. Description:	Various models & color office chairs
4. Manufacturer ID #:	unknown, no service tag#
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	Various size and style white boards
5. Manufacturer ID #	unknown, no service tag#
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Stacy Prior
Transferring Dept. Contact Ph#:	512-943-1964
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 2/16/2024 11:39 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/5/2024
Agenda Item:	33630

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 03/05/2024

Assets for Destruction Monthly Report 03.05.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 02.01.24 through 02.26.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February Destruction Assets Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 03:43 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:05 PM
Form Started By: Misty Brooks		Started On: 02/07/2024 02:49 PM
Final Approval Date: 02/28/2024		

"February 2024	Monthly Report	**Court Date:**	03.05.24
Williamson County - Assets for Destruction		**Agenda #:**	33631
Item	**Serial Number**	**Quantity**	**Department**
Motorola Minitor V voice pager	136WFW9738	1	911 Communications
Motorola Minitor V voice pager	136WFW9736	1	911 Communications
USB thumb drivers		18	Emergency Management
memory cards		3	Emergency Management
Nextel cell phone		1	Emergency Management
iPhones		4	Emergency Management
Duffel bags w/person and dept embroidery		3	Emergency Management

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 05-02-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Motorola Minitor V voice pager
1. Manufacturer ID #:	136WFW9738, 136WFW9736
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 2/5/2024 10:14 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	3/5/2024
Agenda Item:	33631

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 06-02-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	18
1. Description:	USB thumb drivers
1. Manufacturer ID #:	unk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	memory cards
2. Manufacturer ID #:	unk
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Nextel cell phone
3. Manufacturer ID #:	unk
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	4
4. Description:	Iphones (replaced in FY23)
4. Manufacturer ID #:	Apple
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	3
5. Description	Duffel bags w/person and dept embroidery
5. Manufacturer ID #	unknown
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Shantelle Brannon 2/6/2024 4:44 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Destruction
Court Date:	3/5/2024
Agenda Item:	33631

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 03/05/2024

Assets for Transfer Monthly Report 03.05.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 02.01.24 through 02.26.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February Transfer Assets Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 03:44 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:05 PM
Form Started By: Misty Brooks		Started On: 02/07/2024 02:50 PM
Final Approval Date: 02/28/2024		

*February 2024	Monthly Report		**Court Date:**	03.05.24
Williamson County - Assets for Transfer			**Agenda #:**	33632
Item	**Serial Number**	**Quantity**	**From Department**	**To Department**
Motorola APX 7500 Mobile Radio	656CSV1509	1	Wireless Communication	Constables 4
Dell Latitude 5531	7MRW9S3	1	Building Maintenance	Information Systems

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 14-02-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5531
1. Manufacturer ID #:	Service Tag # 7MRW9S3 County Asset Tag # 17223
1. Oracle Asset #:	298807
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	512-943-1666
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 2/14/2024 11:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Julie Schultz
Receiving Dept. Contact Ph#:	512-943-1450
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Julie Schultz
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Julie Schultz 2/14/2024 11:48 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/5/2024
Agenda Item:	33632

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|rick.akins@wilco.org - 05-02-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola APX 7500 Mobile Radio
1. Manufacturer ID #:	656CSV1509
1. Oracle Asset #:	197083
1. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Rick Akins
Transferring Dept. Contact Ph#:	512-943-3575
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 2/5/2024 2:22 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Constables 4
Receiving Department Contact Person:	Brian Olson
Receiving Dept. Contact Ph#:	512-352-4126
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Brian Olson
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Brian Olson 2/5/2024 4:21 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/5/2024
Agenda Item:	33632

Asset Status Change

Commissioners Court - Regular Session **11.**

Meeting Date: 03/05/2024

Deputy Appointment for Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action concerning the appointment of Anita Lozano as Deputy Constable for Precinct 1.

Background

Anita Lozano has been selected to fill the vacant Deputy position at Constable Pct. 1 after having completed a background investigation and interview process. Lozano is a Master Peace officer who honorable retired from the Killeen Police Department with over 19 years of service. Ms. Lozano is a 14-year United States Army veteran and resident of Round Rock and Precinct 1.

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	02/28/2024 04:20 PM
Form Started By: Patrick Youngren		Started On: 02/28/2024 12:34 PM
Final Approval Date: 02/28/2024		

Commissioners Court - Regular Session **12.**

Meeting Date: 03/05/2024

ARPA funding City of Thrall contract amendment

Submitted By: Jody Cook, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve an amendment to a subrecipient agreement between Williamson County and the City of Thrall for Infrastructure Improvements to the water project serving the community for reimbursement under the American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved the original agreement with the City of Thrall on January 10, 2023. The project is being funded through the American Rescue Plan Act (ARPA) funds.
The project contract is being modified to increase the linear feet from 1550 to 2150 linear feet. The amendment does not add additional funds to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Thrall Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:19 PM
Form Started By: Jody Cook		Started On: 02/28/2024 10:09 AM
Final Approval Date: 02/28/2024		

THIRD AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF THRALL FOR THE ARPA PROJECT FUNDING FROM: THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

THIS THIRD AMENDMENT to Subrecipient Agreement is made and entered into by and between Williamson County, Texas ("County") and the City of Thrall, Texas ("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 City of Thrall for the ARPA Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] ("Agreement"), which became effective as of January 10, 2023;

WHEREAS, the parties amended the Agreement on two prior occasions on June 6, 2023 and July 25, 2023 to modify the Scope of Services;

Whereas, it has become necessary to amend the Agreement due to an additional change in the scope of the project;

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

AGREEMENTS

1. **Article I. General Overview and Water Project Definitions** of the Agreement shall be amended and supplanted, in its entirety, by the following:

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

   A construction project to install an additional 12" water line to allow for additional flow and maintaining of pressure within a current transmission line system. This project falls under expenditure category 5.11 Drinking Water: Transmission & Distribution.

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

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf.

For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management- system-reports.

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

2. **Appendix A** of the Agreement shall be amended and supplanted, in its entirety, by the Appendix A attached hereto, which is being incorporated herein by reference.

3. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Third Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Third Amendment are the valid, binding, and enforceable obligations of such party.

4. 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 Third Amendment 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___

CITY OF THRALL, TEXAS

By: _____

Printed Name: Troy Marx

Title: Mayor

Date: 2-12 ____, 2024

APPENDIX A
SCOPE OF SERVICES

SUBRECIPIENT has a wholesale potable water supply agreement with the City of Taylor, which has been in effect for over 30 years. The water is transmitted through an existing 8" water line which connects to a wholesale meter circa the intersection of Highway 79 and FM 619 and runs east to connect to the SUBRECIPIENT's existing water plant.

SUBRECIPIENT owns, operates, and maintains this water line and also serves customers along the north side of the Hwy. 79 corridor. SUBRECIPIENT has the Certificate of Convenience and Necessity (CCN) rights to serve retail water customers in this corridor.

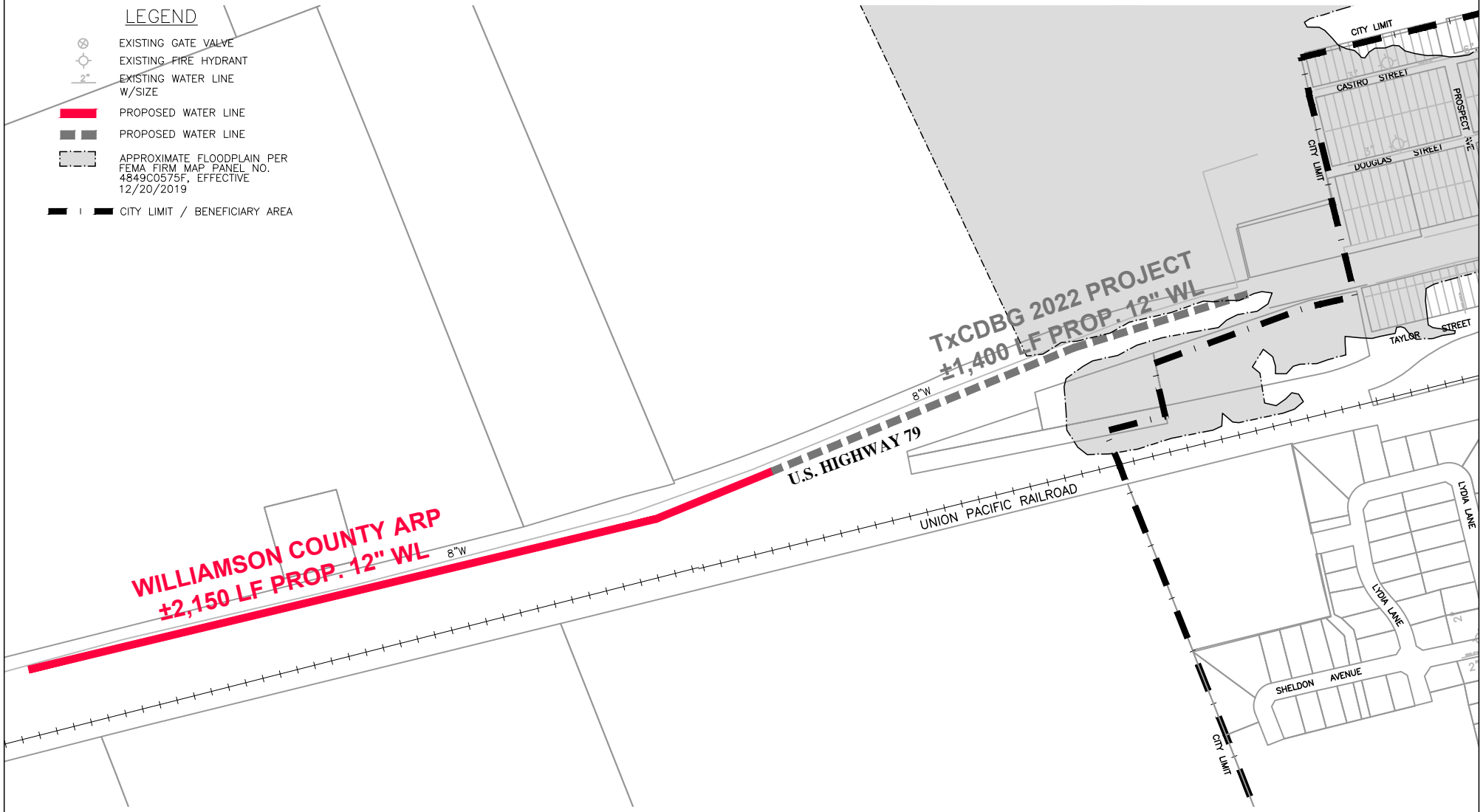
Due to increased demand, SUBRECIPIENT has implemented a capital improvement project to install a new 12" water line parallel and adjacent to the existing 8" water line starting at the west side of SUBRECIPIENT's City Limit extending to the wholesale meter connection (the "Project").

The addition of the 12" water line will allow additional flow and maintain pressure within the transmission line system.

The scope of services for the Project to be funded under the Agreement will include the installation of approximately 2,150 linear feet of 12" water line. The 12" water line will connect to the end of the current project funded by the Texas Department of Agriculture (TDA) through the Texas Community Development Grant (TxCDBG) program. The TDA project is in design and anticipated to be completed in Calendar Year 2023. The attached Exhibit shows the approximate location of the proposed new 12" water line.

The Project falls under Expenditure Category 5.11 Drinking water: Transmission & Distribution.

CITY OF THRALL
WILLIAMSON COUNTY
AMERICAN RESCUE PLAN (ARP)
WATER SYSTEM IMPROVEMENTS



THE MAP IS PRESENTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, RESPECTING THE CONTENTS OF THIS MAP, INCLUDING BUT NOT LIMITED TO THE ACCURACY, LOCATION, AND OWNERSHIP OF ANY PROPERTY. NEITHER THE CITY OF THRALL NOR HEJL, LEE & ASSOCIATES, INC., OR ITS REPRESENTATIVES SHALL BE LIABLE TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THIS MAP.

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET
HUTTO, TX 78634
Ph:(512) 642-3292
TBPE FIRM NO. F-755, TBPLS FIRM NO. 10058500

PREPARED: 1-12-2024 FILE NO. 10999 LOCATION MAP.DWG PROJECT NO. 10999 STT

Commissioners Court - Regular Session **13.**

Meeting Date: 03/05/2024

Use of field for animal shelter event

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to use the neighboring field for a shelter event.

Background

The Williamson County Regional Shelter hosts an annual Kitten Shower Celebration inviting the community to learn about the shelter and the increased needs during the Spring and Summer months. The field neighboring the shelter would be used for extra parking and event tents.

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	02/28/2024 04:12 PM
Form Started By: Misty Valenta		Started On: 02/23/2024 12:46 PM
Final Approval Date: 02/28/2024		

Commissioners Court - Regular Session **14.**

Meeting Date: 03/05/2024

Palm Valley Lutheran Church Vehicle Reimbursement for Constable 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Vehicle Reimbursement Agreement with Palm Valley Lutheran Church for off-duty contracting of Constable Pct. 1 Deputies to be effective March 24, 2024.

Background

This agreement gives permission to Palm Valley Lutheran Church to contract Constable Pct. 1 Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. Deputies will be providing security during various church functions. This agreement will begin on March 24th, 2024 and will terminate on September 30, 2024. Palm Valley Lutheran Church is located at 2500 E. Palm Valley Blvd. in Round Rock.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Palm Valley Lutheran Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:12 PM
Form Started By: Patrick Youngren		Started On: 02/26/2024 12:55 PM
Final Approval Date: 02/28/2024		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on March 24, 2024 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Palm Valley Lutheran Church

Signature: Alan Dunn

Printed Name: Alan Dunn

Title: Executive Administrator

Date: February 20, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Constable Pct. 1

Printed Name of Official: Mickey Chance

Signature of Official: Mickey Chance

Type text here

Date: February 26, 2024

Address of Office: 1801 E. Old Settlers BLVD #105
Round Rock Texas, 78664

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **15.**

Meeting Date: 03/05/2024

Approval of Funding Agreement for Occupational Therapy Services from Simple Sparrow Care Farm for District Courts

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 Funding Agreement #2024116 between Williamson County and Simple Sparrow Care Farm for occupational therapy services for $30,000.00, and authorizing the execution of the agreement.

Background

Approval of this agreement will benefit the Williamson County Family Recovery Court by providing occupational therapy service for court participants. There is no General Fund budget impact for services rendered under this Funding Agreement. The department point of contact is Ronald Morgan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Simple Sparrow Care Farm Agreement

1295 Simple Sparrow Care Farm

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 03:40 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:17 PM
Form Started By: Misty Brooks		Started On: 02/27/2024 09:52 AM
Final Approval Date: 02/28/2024		

PROFESSIONAL SERVICES
FUNDING AGREEMENT
(Supporting Family Court Operations)

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Simple Sparrow Care Farm ("Agency").

RECITALS

WHEREAS, the County has received funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that the Agency meets the definition of a "multi-disciplinary team member, legally authorized to handle or assist in the investigation, prosecution, or resolution of cases of suspected child abuse or neglect or to provide service to the child or the child's family" under Texas Administrative Code Rule §700.203.(a).(2), and as such, the Agency is someone to whom "DFPS may release case record information made confidential under §261.201(a) of the Texas Family Code";

WHEREAS, the Agency has agreed to accept the Funds in exchange for providing the needed services, all on and subject to the terms herein set forth; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2023, when signed by all parties, and shall continue until September 30, 2024 ("Initial Term"). After the Initial Term, the Agreement shall automatically renew for four (4) successive one (1) year terms ("Renewal Term"), with the terms and conditions remaining the same.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period.

Notwithstanding the foregoing, this Agreement may be terminated for convenience at any time at the option of either party, upon giving thirty (30) days written notice thereof.

In the event of termination, the Agency shall promptly repay to the County the amount of any unearned Funds.

ARTICLE V
INVOICING AND PAYMENT; AND
TOTAL AMOUNT OF THE FUNDS

Services will be invoiced on a Per Client Per Session basis, at a rate of $150.00 per client, per session. The not-to-exceed cap for each individual client is $1,800. The not-to-exceed cap for each term is $30,000.00. Agency shall submit an invoice once a month, including each Participant who received Services and the number of sessions provided during the monthly period. Each invoice shall be submitted within ten (10) business days following the end of the invoiced month. The invoice shall:

- Identify the Participant who received the Services
- Identify the billing period
- Include the amount invoiced for the Services provided on the invoice at the agreed rate
- State a total.

The invoice shall be transmitted electronically to the Family Recovery Court via email to frc@wilco.org who will then transmit the necessary documentation to the Williamson County Auditor.

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 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.

ARTICLE VI
COUNTY'S RIGHT TO AUDIT; CONFIDENTIALITY OF RECORDS; AND RECORDS RETENTION BY AGENCY

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

Confidentiality of Records. Agency shall maintain strict confidentiality of all records and information relating to the Services provided under this Agreement except to the extent the records and information is necessary to provide Services under this agreement, or as may be required by law, and shall enforce such confidentiality requirements with its volunteers, employees, or agents.

Records Retention. Agency shall retain all records and information for at least three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or

carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

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

K. No Third-Party Beneficiaries. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. 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.

0. Relationship of the Parties. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a

Exhibit "A" - Scope of Services

The Agency shall provide recreational and occupational therapy to support Williamson County Family Court operations as follows:

1.1 Recreational Therapy. Agency will provide practitioners who are qualified to offer clinically recognized recreation and activity-based therapeutic modalities ("Recreational Therapists"). Recreational Therapists will provide these interventions to Participants in the Family Recovery Court ("FRC") program.

1.2 Occupational Therapy. Agency will provide practitioners who are qualified to offer clinically recognized therapeutic modalities that are designed to improve engagement in meaningful activities of daily life ("Occupational Therapist"). Occupational Therapists will provide these interventions to Participants in the Family Recovery Court ("FRC") program.

1.2 Participation in FRC Team. Consistent with the Team-based approach of FRC, Agency staff will participate in staffing sessions and court hearings related to Participants who are receiving and will work collaboratively with other members of the FRC Team.

1.3 Academic Research on Behalf of FRC. Agency acknowledges that the FRC is a program under development and is supported by an academically-based research component. Agency agrees to cooperate with the research being performed by members of the FRC Team.

breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents 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.

S. State and Federal Funding. Agency certifies that it is not ineligible to receive payments for Services provided from state or federal funds. This Agreement may be terminated, and payment withheld, if this certification is not accurate.

T. Grant Funding. Agency acknowledges that any payment obligation under this Agreement is from grant funds. No assurance is made of continued availability of funds beyond the amount above, or that future funding will be made available after the expiration of the grant.

U. Receipts. Agency shall account separately for the receipt of the payments received from Williamson County under this Agreement.

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

Agency:
Simple Sparrow Care Farm

By: _____

Printed Name: Judy Holcomb
Title: Executive Director
Date: 02/14/2024

Address:
1601 County Road 107
Hutto, Texas 78635

County:
Williamson County, Texas

By: _____

Printed Name: _____
Title: Presiding Officer
Date: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626

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:
2024-1125454

Date Filed:
02/19/2024

Date Acknowledged:
02/20/2024

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

Simple Sparrow
Hutto, 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.

Family Recovery Court

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.

2024116
Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tanner, Jamie	Hutto, TX United States	X	
Holcomb, Judy	Hutto, TX United States		X
Hall, Michael	Hutto, TX United States	X	
Hein, Kurt	Georgetown, TX United States	X	
Austin, Paul	Austin, TX United States	X	
Patterson, Brenda	Round Rock, TX United States	X	
Crockett, Erin	Georgetown, TX United States	X	
Weishuhn, Kathy	Pflugerville, 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:
2024-1125454

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Simple Sparrow
Hutto, 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.
Family Recovery Court

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.
2024116
Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tanner, Jamie	Hutto, TX United States	X	
Holcomb, Judy	Hutto, TX United States		X
Hall, Michael	Hutto, TX United States	X	
Hein, Kurt	Georgetown, TX United States	X	
Austin, Paul	Austin, TX United States	X	
Patterson, Brenda	Round Rock, TX United States	X	
Crockett, Erin	Georgetown, TX United States	X	
Weishuhn, Kathy	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Judy Holcomb, and my date of birth is [redacted]

My address is 1631 County Road 107 (street), Hutto (city), TX (state), 78634 (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 19 day of Feb. (month), 2024 (year).

Judy Holcomb
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **16.**

Meeting Date: 03/05/2024

Approval of Agreement for fencing around the Remote Automated Weather Stations (RAWS) with Viking Fence Co LTD for Office of Emergency Management

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement #2024138 for fencing around three (3) Remote Automated Weather Stations (RAWS) to provide security and keep people and wildlife from tampering with the stations in the amount of $14,080.00 and authorize execution of the agreement. The funding source is P383

Background

The Office of Emergency Management submitted requisition #134098 for the purchase and installation of a permanent fence and gate for three Remote Automated Weather Stations located at Southwest Regional Park at approximately the 400 block of Borho Dr, Leander, River Ranch Park at 590 Reveille Way, Liberty Hill, and Hidden Springs Preserve,980 CR 224, Florence for the amount of $14,080.00. Funding source is P383. Department contact is Candi Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295 - Viking Fence Co LTD

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/29/2024 08:56 AM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 09:41 AM
Form Started By: Fernando Ramirez		Started On: 02/27/2024 07:27 AM
Final Approval Date: 02/29/2024		

WILLIAMSON COUNTY
PURCHASE AND SERVICES CONTRACT
(Viking Fence Co., Ltd)

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

THIS PURCHASE AND SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Viking Fence Co., Ltd, acting by and through Viking GP, LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain goods and services pursuant to the following terms, conditions, and restrictions:

I.

Goods and Services: Service Provider shall provide goods and services *as an independent contractor* pursuant to the terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The goods and services include the items described in the attached Quotes being marked as **Exhibit A**.

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project

Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially sent to be one (1) month from the Effective Date, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A," this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on the amount set forth in **Exhibit A**.

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

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

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

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

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

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

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND

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

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

VII.

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

VIII.

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

IX.

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

X.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

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

XVIII.

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

XIX.

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

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org) . Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

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

A. This Contract;
B. The attached Quote being marked as **Exhibit A**; and
C. Insurance certificates evidencing coverages required herein.

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

XXII.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Judge Bill Gravell, Jr.
County Judge

Date: _____ ___, 2024

SERVICE PROVIDER:

Viking Fence Co., Ltd.,
acting by and through Viking CP, LLC

April Bazan
Authorized Signature

April Bazan
Printed Name

Date: February 26, 2024

EXHIBIT A

Viking Fence Co., LTD
9602 Gray Blvd
Austin, TX 78758
Office: 512-837-6411
Fax: 512-837-9468
www.vikingfence.com

FENCE PROPOSAL

Contact Info:

Company:	Williamson County	**PM Contact:**	Candi Semple
Billing Address:	911 Tracy Chambers Ln	**Phone Number:**	512-784-2447
City, State, Zip:	Georgetown, TX 78626	**Email:**	Candi.semple@wilco.org
Project Name:	Southwest Williamson Cty Regional Park	**Project Address:**	3005 Co Rd 175 Leander, TX 78641

Description of Work

80' of 4' High 9Ga Black Chain Link w/Top & Bottom Rail 1 DD Gate	
80' of 4' Tall 9Ga Black chain Link Fence with a Top and Bottom Rail, and 1 Double Drive Gate 4'X10' with a Drop Rod and Ability to add a Lock. All Posts will be 2 3/8" Posts, Rails will be Schedule 40- 1 5/8", Gates will mbe 1 7/8 Frame…..... Materials: 9 Ga.4' Tall Black Chain Link, Black SCD40 - 2 3/8 Posts, Black SCD40 - 1 5/8" Rails, Black (2)- 4'X5' Gates, Black Long Ties, Black Short Ties, Black Rail Ends, Tension Wire, Black Brace Bands, Black Tension Bands, BlackTension Bars, Box Hinges, Fast Set Concrete.	**$6,160.00**

All Estimates are Plus Taxes Unless You are Tax Exempt

Please call Mark Elliott to schedule your fencing project.

I agree to the terms and conditions of the contract, unless otherwise noted. (See page 2 for all terms & conditions)

We appreciate your business. Thank you.

Project Authorization: _____

Mark Elliott
Viking Fence/Estimator
(817) 233-0212
marke@viking fence.com

Email: _____

Date: _____

WHEN YOU THINK FENCE-THINK VIKING FENCE

Permanent Fence Installation - Terms & Conditions

This bid is based upon the plans, specifications and drawings given to Viking Fence at the time of this bid and assumes utilization of industry-standard material and labor types and quantities. Viking does not provide engineering or architectural services. If any documents provided to Viking for reliance in making this bid later prove to be incomplete or inaccurate, to an extent requiring Viking to utilize parts or labor in excess of those used in preparing this bid, Viking reserves the right to amend this bid as may be necessary to comply with changes in the foregoing documents, and to amend any contract made in reliance upon the price quotes contained in this bid. To the extent that any documents submitted to Viking by you for review in making this bid incorporate by reference any other document not given to Viking, or refer Viking to the contents of any other document not given by you to Viking, Viking will not be bound by the contents of any such document unless: (1) it is a public statute, rule, ordinance, or published industry code (for example, the Int'l Building Code); or (2) such document may be readily downloaded on the internet from a website or other URL to which Viking is given access prior to making this bid. No merger or integration clause in any subsequent contract executed by Viking is intended to supersede this paragraph, because Viking cannot knowingly bind itself to any contract terms contained in documents to which Viking is not given access before signing a final contract..

Insurance/Price: All work done in a professional manner by experienced, insured personnel. The quote is valid for **7 days** and is preliminary based on estimated footage and initial scope of work. The final contract price will be determined with field measurement of the actual completed iron work. If, at any point during the performance of the contract, the price of materials increases due to unstable/unusual market conditions that Viking Fence is unable to absorb, we retain the right to pass these price increases to you, our customer.

Warranty: Viking Fence Co, Ltd hereby guarantees the workmanship and material for the contracted job, per the original contract as follows (a copy of our warranty can be downloaded at https://www.vikingfence.com/warranty-certificate

(1) All Material is guaranteed to be as specified in the original contract. Viking warranties that all work will be free of workmanship defects for one year from the date of installation and all defects occurring within that period shall be replaced at no cost to the owner. Any exceptions to this must be specified in the original purchase contract.
(2) Western Red cedar products provided will be consistent with our grading standards…see copy of Western Red Cedar Grading Standards on our warranty certificate. Defective material is defined as material that does not meet the grading standards or is structurally compromised if applicable. Western Red Cedar is a natural product, in which cracks, wane or checking may appear over time.
(3) Pre-manufactured ornamental iron products are supplied with original manufacturer's warranties (ranging in term from 5 to 20 years, based on product).
(4) Abuse or neglect of installed materials shall void this warranty.
(5) All implied warranties, including merchantability, are limited to one year.
(6) Viking does not warranty any Western Red Cedar wood fence material against termite infestation. We encourage our customers to read our Western Red Cedar page on our website for more detailed information regarding termites and to consult with your pest control professional.
(7) Viking is not responsible for damage caused by shifting soil/terrain.
(8) Gate Operators and other access control systems and accessories are supplied with original manufacturer's warranties. During the first year, defects in these components will be repaired without charge to the customer. After the first year, the customer will be charged for repair labor costs, but not for parts costs, if the original manufacturer's warranty is still valid.
(9) Non-payment, in part or in whole, by the customer for services rendered or materials provided, per the original contract or invoice, shall void this warranty.

The warranties given above shall be the exclusive remedy for any breach by Viking Fence, and all liability for consequential, special, or incidental damages is disclaimed.

Project Information Sheet

Project Name: _____ Project Number: _____

Address: _____ City, State, Zip: _____

Contract Administrator:	April Bazan	contracts@vikingfence.com
Billing Manager:	Brittany VanBuren	brittany@vikingfence.com
Billing / AR:	Kaylin Salazar	dfw_ar@vikingfence.com

Please fill out this sheet and return to April Bazan at contracts@vikingfence.com

	Name	**Phone**	**Email**
Project Manager:			
AP:			
Billing:			
Contract Administrator:			
Insurance:			

Please indicate any special billing instructions for this project.

_____

_____

Pay app or direct invoice: _____
Pay app due date: _____
Does it require certified payroll: _____
Payment portal: _____

Viking Fence Co., LTD
9602 Gray Blvd
Austin, TX 78758
Office: 512-837-6411
Fax: 512-837-9468
www.vikingfence.com

FENCE PROPOSAL

Contact Info:

Company:	Williamson County	**PM Contact:**	Candi Semple
Billing Address:	911 Tracy Chambers Ln	**Phone Number:**	512-784-2447
City, State, Zip:	Georgetown, TX 78626	**Email:**	Candi.semple@wilco.org
Project Name:	River Ranch County Park	**Project Address:**	2100 County Road 279 Liberty Hill, TX 78642

Description of Work

80' of 4' High 9 Ga Chain Link w/ Top and Bottom Rail 1 DD Gate	
80' of 4' Tall 9Ga chain Link Fence with a Top and Bottom Rail, and 1 Double Drive Gate 4'X10' with a Drop Rod and Ability to add a Lock. All Posts will be 2 3/8" Posts, Rails will be Schedule 40- 1 5/8", Gates will mbe 1 7/8 Frame…..... Materials: 9 Ga.4' Tall Chain Link, SCD40 - 2 3/8 Posts, SCD40 - 1 5/8" Rails, (2)- 4'X5' Gates, Long Ties, Short Ties, Rail Ends, Tension Wire, Brace Bands, Tension Bands, Tension Bars, Box Hinges, Fast Set Concrete	**$3,960.00**

All Estimates are Plus Taxes Unless You are Tax Exempt

Please call Mark Elliott to schedule your fencing project.

I agree to the terms and conditions of the contract, unless otherwise noted. (See page 2 for all terms & conditions)

We appreciate your business. Thank you.

Project Authorization: _____

Email: _____

Date: _____

Mark Elliott
Viking Fence/Estimator
(817) 233-0212
marke@viking fence.com

WHEN YOU THINK FENCE-THINK VIKING FENCE

Permanent Fence Installation - Terms & Conditions

This bid is based upon the plans, specifications and drawings given to Viking Fence at the time of this bid and assumes utilization of industry-standard material and labor types and quantities. Viking does not provide engineering or architectural services. If any documents provided to Viking for reliance in making this bid later prove to be incomplete or inaccurate, to an extent requiring Viking to utilize parts or labor in excess of those used in preparing this bid, Viking reserves the right to amend this bid as may be necessary to comply with changes in the foregoing documents, and to amend any contract made in reliance upon the price quotes contained in this bid. To the extent that any documents submitted to Viking by you for review in making this bid incorporate by reference any other document not given to Viking, or refer Viking to the contents of any other document not given by you to Viking, Viking will not be bound by the contents of any such document unless: (1) it is a public statute, rule, ordinance, or published industry code (for example, the Int'l Building Code); or (2) such document may be readily downloaded on the internet from a website or other URL to which Viking is given access prior to making this bid. No merger or integration clause in any subsequent contract executed by Viking is intended to supersede this paragraph, because Viking cannot knowingly bind itself to any contract terms contained in documents to which Viking is not given access before signing a final contract.

Payment Terms: Net 30 terms from the date of submission of the monthly progress billing as project is completed. Retainage, if applicable, will not exceed 10%. Any accounts past due will be charged 1.5% monthly interest or maximum allowed per state law, whichever is higher. New customers will have to pay a 50% deposit prior to commencement of work if the credit application is not approved.

Insurance/Price: All work done in a professional manner by experienced, insured personnel. The quote is valid for **7 days** and is preliminary based on estimated footage and initial scope of work. The final contract price will be determined with field measurement of the actual completed iron work. If, at any point during the performance of the contract, the price of materials increases due to unstable/unusual market conditions that Viking Fence is unable to absorb, we retain the right to pass these price increases to you, our customer.

Warranty: Viking Fence Co, Ltd hereby guarantees the workmanship and material for the contracted job, per the original contract as follows (a copy of our warranty can be downloaded at https://www.vikingfence.com/warranty-certificate

(1) All Material is guaranteed to be as specified in the original contract. Viking warranties that all work will be free of workmanship defects for one year from the date of installation and all defects occurring within that period shall be replaced at no cost to the owner. Any exceptions to this must be specified in the original purchase contract.
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(3) Pre-manufactured ornamental iron products are supplied with original manufacturer's warranties (ranging in term from 5 to 20 years, based on product).
(4) Abuse or neglect of installed materials shall void this warranty.
(5) All implied warranties, including merchantability, are limited to one year.
(6) Viking does not warranty any Western Red Cedar wood fence material against termite infestation. We encourage our customers to read our Western Red Cedar page on our website for more detailed information regarding termites and to consult with your pest control professional.
(7) Viking is not responsible for damage caused by shifting soil/terrain.
(8) Gate Operators and other access control systems and accessories are supplied with original manufacturer's warranties. During the first year, defects in these components will be repaired without charge to the customer. After the first year, the customer will be charged for repair labor costs, but not for parts costs, if the original manufacturer's warranty is still valid.
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The warranties given above shall be the exclusive remedy for any breach by Viking Fence, and all liability for consequential, special, or incidental damages is disclaimed.

Project Information Sheet

Project Name: _____ Project Number: _____

Address: _____ City, State, Zip: _____

Contract Administrator:	April Bazan	contracts@vikingfence.com
Billing Manager:	Brittany VanBuren	brittany@vikingfence.com
Billing / AR:	Kaylin Salazar	dfw_ar@vikingfence.com

Please fill out this sheet and return to April Bazan at contracts@vikingfence.com

	Name	**Phone**	**Email**
Project Manager:			
AP:			
Billing:			
Contract Administrator:			
Insurance:			

Please indicate any special billing instructions for this project.

_____

_____

Pay app or direct invoice: _____

Pay app due date: _____

Does it require certified payroll: _____

Payment portal: _____

Viking Fence Co., LTD
9602 Gray Blvd
Austin, TX 78758
Office: 512-837-6411
Fax: 512-837-9468
www.vikingfence.com

FENCE PROPOSAL

Contact Info:

Company:	Williamson County	**PM Contact:**	Candi Semple
Billing Address:	911 Tracy Chambers Ln	**Phone Number:**	512-784-2447
City, State, Zip:	Georgetown, TX 78626	**Email:**	Candi.semple@wilco.org
Project Name:	Hidden Springs	**Project Address:**	Hidden Springs Trail Georgetown, TX 78633

Description of Work

80' of 4' High 9 Ga Chain Link w/ Top and Bottom Rail 1 DD Gate	
80' of 4' Tall 9Ga chain Link Fence with a Top and Bottom Rail, and 1 Double Drive Gate 4'X10' with a Drop Rod and Ability to add a Lock. All Posts will be 2 3/8" Posts, Rails will be Schedule 40- 1 5/8", Gates will mbe 1 7/8 Frame…..... Materials: 9 Ga.4' Tall Chain Link, SCD40 - 2 3/8 Posts, SCD40 - 1 5/8" Rails, (2)- 4'X5' Gates, Long Ties, Short Ties, Rail Ends, Tension Wire, Brace Bands, Tension Bands, Tension Bars, Box Hinges, Fast Set Concrete	**$3,960.00**

All Estimates are Plus Taxes Unless You are Tax Exempt

Please call Mark Elliott to schedule your fencing project.

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We appreciate your business. Thank you.

Project Authorization: _____

Email: _____

Date: _____

Mark Elliott
Viking Fence/Estimator
(817) 233-0212
marke@viking fence.com

WHEN YOU THINK FENCE-THINK VIKING FENCE

Permanent Fence Installation - Terms & Conditions

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Insurance/Price: All work done in a professional manner by experienced, insured personnel. The quote is valid for **7 days** and is preliminary based on estimated footage and initial scope of work. The final contract price will be determined with field measurement of the actual completed iron work. If, at any point during the performance of the contract, the price of materials increases due to unstable/unusual market conditions that Viking Fence is unable to absorb, we retain the right to pass these price increases to you, our customer.

Warranty: Viking Fence Co, Ltd hereby guarantees the workmanship and material for the contracted job, per the original contract as follows (a copy of our warranty can be downloaded at https://www.vikingfence.com/warranty-certificate

(1) All Material is guaranteed to be as specified in the original contract. Viking warranties that all work will be free of workmanship defects for one year from the date of installation and all defects occurring within that period shall be replaced at no cost to the owner. Any exceptions to this must be specified in the original purchase contract.
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Project Information Sheet

Project Name: _____ Project Number: _____

Address: _____ City, State, Zip: _____

Contract Administrator:	April Bazan	contracts@vikingfence.com
Billing Manager:	Brittany VanBuren	brittany@vikingfence.com
Billing / AR:	Kaylin Salazar	dfw_ar@vikingfence.com

Please fill out this sheet and return to April Bazan at contracts@vikingfence.com

	Name	**Phone**	**Email**
Project Manager:			
AP:			
Billing:			
Contract Administrator:			
Insurance:			

Please indicate any special billing instructions for this project.

_____

_____

Pay app or direct invoice: _____

Pay app due date: _____

Does it require certified payroll: _____

Payment portal: _____

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:
2024-1128169

Date Filed:
02/26/2024

Date Acknowledged:
02/26/2024

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

Viking Fence Co., LTD
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.

2024138
Hidden Springs, River Ranch, and SWRP

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

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:
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Date Filed:
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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.
Viking Fence Co., LTD
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.
2024138
Hidden Springs, River Ranch, and SWRP

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is April Bazan, 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 Travis County, State of Tx, on the 26 day of February (month), 20 24 (year).

April Bazan
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **17.**

Meeting Date: 03/05/2024

Approval of Statement of Work for Active Directory Remediation from CDW Government, 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 Statement of Work #2024143 between Williamson County and CDW Government, LLC for Active Directory Remediation for a total amount of $69,880.00, pursuant to Omnia contract #R210401, and authorize the execution of the agreement.

Background

Approval of this statement of work will provide professional services to help Information Systems with Active Directory cleanup. Williamson County currently utilizes Microsoft Active Directory Domain Services (AD DS), Microsoft Entra ID (Formally known As Azure AD), DUO MFA and Microsoft Active Directory Federated Domain (AD FS) services as its combined identity management solution. The county experienced an issue in which the Active Directory Domain Controllers were not communicating, and the Active Directory Domain Services environment was not functional. The document attached outlines the details of the work to be performed. Funding source is 01.0100.0503.004100 per FY24 budget. Department contact is Rory Tierney. CDW Government, LLC is a publicly-traded company; therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CDW Government SOW

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 04:53 PM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:24 AM
Form Started By: Misty Brooks		Started On: 02/26/2024 04:34 PM
Final Approval Date: 02/29/2024		

STATEMENT OF WORK

Project Name:	AD Remediation	**Seller Representative:** Liam McNamara +1 (703) 262-8156 liammcn@cdw.com
Customer Name:	WILLIAMSON COUNTY, TX	
CDW Affiliate:	CDW Government LLC	
Date:	February 16, 2024	**Solution Architect:** Paul Powell
Drafted By	Paul Davila	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller,**") and WILLIAMSON COUNTY, TX ("**Customer**," and "**Client,**").

This SOW is subject to the terms and conditions of the OMNIA Partners Region 4 Education Services Center "ESC" Contract #R210401 held by CDW Government LLC with an effective date of June 1, 2021 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Customer currently utilizes Microsoft Active Directory Domain Services (AD DS), Microsoft Entra ID (Formally Known As Azure AD), DUO MFA and Microsoft Active Directory Federated Domain (AD FS) services as their combined identity management solution.

Customer reached out to Seller due to an emergency issue that the customer was having that their Active Directory Domain Controllers were not communicating, and their Active Directory Domain Services environment was not functional. This failure resulted in users being unable to authenticate and utilize various applications and services within their org.

Customer is looking for assistance from an experienced partner to assist with troubleshooting the login issues that they are experiencing related to their Active Directory environment.

The Customer is looking for assistance in completing the following tasks.

Subject to the other provisions of this SOW, Seller will perform the following services:

- Complete installation of Windows (2) PKI servers
- Remediate Active Directory Sysvol corruption
- Validate Domain Controller communications
- Verify TLS 1.2 is enabled
- Determine if TLS 1.0 and TLS 1.1 is necessary

- Verify if NTLM is necessary
- Fix and remediate GPO based off of the analysis done with team.

CUSTOMER RESPONSIBILITIES

1. Provide a qualified person at your organization to serve as the primary point of contact (POC) for the engagement.
2. Provide other qualified, knowledgeable personnel who will perform your obligations under this SOW such as making timely decisions necessary to move performance of the services forward, participating in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the services.
3. Provide Seller with any requested and appropriate access to any systems needed to accomplish project goals.
4. Customer will receive (read, review, and digest, and identify challenges with) project documentation and provide feedback and approval with agreed upon and actable timeframes. Up to two (2) revisions of the documentation will be provided under this scope.

PROJECT ASSUMPTIONS

1. Customer will provide Seller with access to any systems needed to gather information related to the project goals.
2. Customer personnel will be available on a timely basis. When reasonably requested by Seller, customer personnel will provide input, review the services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input.
3. All tools the Seller installs or runs will be done so on Customer's hardware and pre-approved by Customer in writing
4. Seller retains all rights to the Seller-developed tools and/or scripts.
5. The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule.

OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Detailed migration plan or project plan
2. Network or system assessment or remediation.
3. In-depth technical data analysis or interpretations
4. Formal Training
5. Step-by-Step Process and/or Build Documentation
6. Implementation and testing of technical solutions
7. Travel outside of the United States

ITEM(S) PROVIDED TO CUSTOMER

- Ad-hoc technical expertise as required and outlined by the customer during weekly status calls.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.

- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. **Kickoff Meeting**
    - Coordinate and facilitate kickoff meeting
    - Review SOW including project objectives, schedule, and logistics
    - Identify and confirm project participants
    - Discuss project prerequisites
    - Create and distribute escalation and contact lists
2. **Project Schedule or Plan**
    - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
    - Monitor project scope and expectations
    - Identify and manage project risks
    - Monitor the status and progress of the project and the quality of items provided
    - Communicate at regular intervals as agreed upon
    - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
    - Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
    - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
    - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
    - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
4. **Change Management**
    - When a change to a project occurs, the Seller's project change control process will be utilized
    - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
5. **Project Closure**
    - Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
    - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a

different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table below).

Services Fees of $69,880.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 312 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	$225.00	280	$63,000.00
Project Manager – Per Hour	$215.00	32	$6,880.00
Estimated Totals		**312**	**$69,880.00**

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

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 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.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	Address
Main	301 SE INNER LOOP STE 105, georgetown, TX 78626

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**WILLIAMSON COUNTY, TX**
By: Alexander Goes (Digitally signed by Alexander Goes Date: 2024.02.16 12:43:55 -06'00')	By:
Name: Services Contracts Manager	Name:
Title: Services Contract Manager	Title:
Date:	Date:
Mailing Address:	Mailing Address:
200 N. Milwaukee Ave.	301 SE INNER LOOP STE 105
Vernon Hills, IL 60061	GEORGETOWN, TX 78626-8207

Commissioners Court - Regular Session **18.**

Meeting Date: 03/05/2024

Approval of Agreement for Fencing for Brushy Creek Regional Train Phase V with Texas Ranch Enhancements LLC for Parks Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement #2424142 for fencing for Brushy Creek Regional Train Phase V between Williamson County and Texas Ranch Enhancements LLC to provide fence and fence installation services in the amount of $15,500.00 and authorizing execution of the Agreement.

Background

This project is for fencing work to be performed along Brush Creek Regional Trail Phase V, located next to Transom tract and Johnson tract of land south of Sam Bass road. The work includes installing wood privacy fence to prevent trespassing along Johnson property and Ranch fencing along Transom Property. This was part of a trail easement contract agreement. Vendor has been utilized before for fencing project. Funding source is P 551, 2019 Park Bond. The point of contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Quote

Form 1295 - Texas Ranch Enhancements

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 03:51 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:11 PM
Form Started By: Fernando Ramirez		Started On: 02/22/2024 12:14 PM
Final Approval Date: 02/28/2024		

WILLIAMSON COUNTY PURCHASE AND SERVICE AGREEMENT

(Texas Ranch Enhancements, LLC)

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

THIS PURCHASE AND SERVICE AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Ranch Enhancements, LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Agreement, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outline in Exhibit "A" shall be fully

performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before May 27, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Fifteen Thousand Five Hundred Dollars ($15,500).

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

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

IV.

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

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

Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

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

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

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

V.

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

VI.

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

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

VII.

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

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

VIII.

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

effective on the date designed by such law or by regulation.

IX.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Agreement.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

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

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

B. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Texas Ranch Finance LLC
Name of Service Provider

Authorized Signature

Kaylee Jordan
Printed Name

Date: 12 20, 2024

Exhibit "A"
Quote

Texas Ranch Enhancements
601 County Rd 250
Georgetown, TX 78633
(512)716-5070
texasranchenhancements@gmail.com

Estimate

ADDRESS
Emsud Horozovic
Wilco Trails RR

SHIP TO
Emsud Horozovic
Wilco Trails RR

ESTIMATE # 1271
DATE 02/08/2024

ACTIVITY	QTY	RATE	AMOUNT
Sales 200’ Cedar privacy fence 6" x 6’ cedar picket 5/8" 3 rail treated 2x4 metal post coated deck screws, no nails Includes labor and materials	1	9,000.00	9,000.00
Sales 900’ high tensile net wire 949-12 stay tuff new sch 80 2 3/8" pipe 6’ 1.33 lb/ft tpost 1-14’ farm gate Lometa style 1 high tensile barb on top Includes labor and materials	1	6,500.00	6,500.00

PO will be accepted in lieu of signature line

SUBTOTAL	15,500.00
TAX	0.00
TOTAL	**$15,500.00**

Accepted By

Accepted Date

Texas Ranch Enhancements
601 County Rd 250
Georgetown, TX 78633
(512)716-5070
texasranchenhancements@gmail.com

Estimate

ADDRESS
Emsud Horozovic
Wilco Trails RR

SHIP TO
Emsud Horozovic
Wilco Trails RR

ESTIMATE # 1271
DATE 02/08/2024

ACTIVITY	QTY	RATE	AMOUNT
Sales 200’ Cedar privacy fence 6" x 6’ cedar picket 5/8" 3 rail treated 2x4 metal post coated deck screws, no nails Includes labor and materials	1	9,000.00	9,000.00
Sales 900’ high tensile net wire 949-12 stay tuff new sch 80 2 3/8" pipe 6’ 1.33 lb/ft tpost 1-14’ farm gate Lometa style 1 high tensile barb on top Includes labor and materials	1	6,500.00	6,500.00

PO will be accepted in lieu of signature line

SUBTOTAL	15,500.00
TAX	0.00
TOTAL	**$15,500.00**

Accepted By

Accepted 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:
2024-1126954

Date Filed:
02/22/2024

Date Acknowledged:
02/22/2024

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

Texas Ranch Enhancements, LLC
Bertram, 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.

2024142
Fence

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jordan, Kyle	Bertram, 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.

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Texas Ranch Enhancements, LLC
Bertram, TX United States

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Williamson County

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2024142
Fence

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		Controlling	Intermediary
Jordan, Kyle	Bertram, 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 **19.**

Meeting Date: 03/05/2024

Award of RFSQ #21RFSQ2 for Planning, Design and Engineering Services for Disc Golf Parking Pave to K.C. Engineering, Inc. for Southwest Regional Park for Facilities Management.

Submitted For: Joy Simonton **Submitted By:** Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing planning, design & engineering services for the Southwest Regional Park – Disc Golf Parking Pave to K.C. Engineering, Inc., in the amount up to $35,290.00, and authorize execution of the agreement.

Background

K.C. Engineering, Inc., is recommended for award through RFSQ #21RFSQ2 which established a pre-qualified consultant pool to be contracted on an as-needed basis. K.C. Engineering, Inc. is being recommended for this project as they are familiar with Williamson County parks and have been utilized for similar projects. This PSA for Planning, Design & Engineering Services between Williamson County and K.C. Engineering, Inc. relates to the Southwest Regional Park – Disc Golf Parking Pave, 219 Perry Mayfield Blvd., Leander, TX 78641. A detailed Scope of Services with Scope of Work is attached. Funding Source is 01.0100.0510.004514. Point of contact is Christy Matoska, Facilities Management and Russell Fishbeck, Parks.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295 - K.C. Engineering, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/29/2024 08:39 AM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 09:36 AM
Form Started By: Stacian Williams		Started On: 02/26/2024 10:12 AM
Final Approval Date: 02/29/2024		

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Southwest Regional Park – Disc Golf Parking Pave** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER:
K.C. Engineering, Inc.("A/E")
Greg Haley, Owner
705 N Hwy 281, Suite 103
Marble Falls, TX 78654

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

THIS AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **have engineering services performed for the planned development of Williamson County Southwest Regional Park Disc Golf Parking Pave**; 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 planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, 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 planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

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

4.2.1

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

4.2.2

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

4.2.3

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

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Thirty-Five Thousand, Two Hundred Ninety Dollars ($ 35,290)** 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 **Three Hundred Fifty-Two 90/100 Dollars ($ 352.90)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

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

8.2.1

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

8.2.2

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

8.2.3

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

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

ARTICLE 9
PROJECT TEAM

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

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

K.C. Engineering, Inc.
Greg Haley, Owner
705 N Hwy 281, Suite 103
Marble Falls, TX 78654

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

County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

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

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: K.C. Engineering, Inc.
705 N Hwy 281, Suite 103
Marble Falls, TX 78654

Attention: Greg Haley
Owner

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 planning, landscape architecture, 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 planner, landscape architect, 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 planning, landscape architecture, 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:
K.C. Engineering, Inc.

By: Greg Haley, P.E.
Signature

Greg Haley, P.E.
Printed Name

President
Title

Date Signed: February 7, 2024

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 planning, landscape architectural, 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.

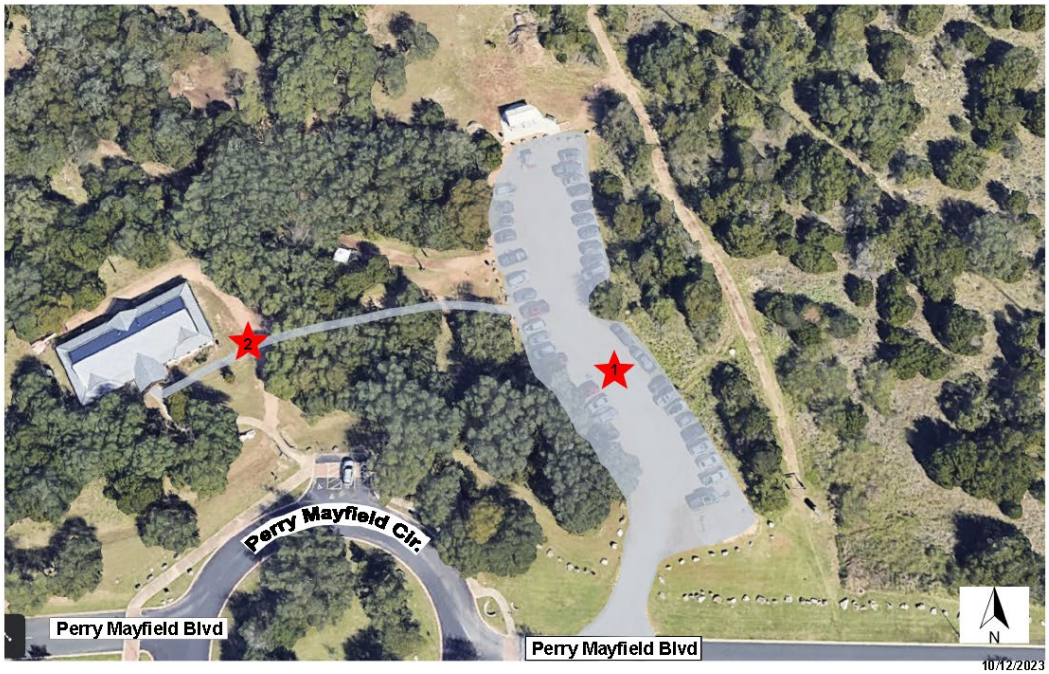
Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily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

Southwest Regional Park – Disc Golf Parking Pave
219 Perry Mayfield Blvd., Leander, TX 78641
Parks Department
4510-01



1. PAVE EXSISTING DIRT PARKING LOT
2. PAVE EXSISTING DIRT PATHWAY FROM PARKING LOT TO HQ BUILDING.

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 & II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT - 90% Plans, 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.

E. 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.

F. 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.

G. Provide preliminary materials selection board to County for review with internal departments.

H. Prepare a Design Development level cost estimate in a form acceptable to County.

I. 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.

J. 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 - VI – PERMITTING, BIDDING, CONSTRUCTION ADMINISTRATION - 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.

H. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

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

J. 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.

K. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

L. Conduct and oversee pre-construction meeting.

M. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

N. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

O. Conduct and oversee bi-weekly progress meetings.

P. 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.

Q. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

R. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

S. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

T. 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.

U. 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:		**$**	**35,290**	100%
91%	**K.C. Engineering, Inc.**	**$**	**31,960**	
2%	**Geotech**	**$**	**580**	
8%	**Survey**	**$**	**2,750**	
Phase I & II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT		**$**	**16,114**	68%
	K.C. Engineering, Inc.	$	12,784	
	Geotech	$	580	
	Survey	$	2,750	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**9,588**	27%
	K.C. Engineering, Inc.	$	9,588	
	Geotech	$	-	
	Survey	$	-	
Phase IV-VI - PERMITTING, BIDDING, CONSTRUCTION ADMINISTRA		**$**	**6,392**	18%
	K.C. Engineering, Inc.	$	6,392	
	Geotech	$	-	
	Survey	$	-	
Phase VII - PROJECT CLOSE-OUT		**$**	**3,196**	9%
	K.C. Engineering, Inc.	$	3,196	
	Geotech	$	-	
	Survey	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within Two Hundred Thirty Four **(234) 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	**02/06/24**
Phase I & II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT	
Preliminary Scope and Budget analysis deliverables	03/07/24
90% Plans, Specifications and Estimate deliverables	04/05/24
County written authorization to proceed to next phase	04/26/24
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	05/03/24
Phase IV - VI - PERMITTING, BIDDING, CONSTRUCTION ADMINISTRATION	
County advertises project for Bid	05/24/24
Contract Award	06/25/24
Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	06/28/24
Construction Substantial Completion	08/27/24
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	09/26/24
All services shall be complete on, or before:	**09/13/24**

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.

K.C. Engineering, Inc.

Greg Haley, P.E.
Signature of Certifying Official

Greg Haley, P.E.
Printed Name of Certifying Official

President
Title of Certifying Official

February 7, 2024
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 Greg Haley (Signatory Name) the President (Signatory Title) of K.C. Engineering, Inc (Entity Name), on behalf of said firm.

Kasey R Hallmark
Notary Public in and for the
State of Texas

My commission expires: 01/31/2028

KASEY R HALLMARK
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/31/28
NOTARY ID 126395490

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

KC ENGINEERING, INC.
705 North Hwy 281, Suite 103 • Marble Falls, Texas 78654 • Phone 830.693.5635 • Fax 830.693.9664 • www.kcengineering.com

November 19, 2023
Proposal Number: 22-254.3

Mr. Russell Fishbeck
Parks Director
Williamson County
219 Perry Mayfield Blvd.
Leander, TX 78641

Dear Mr. Fishbeck:

K.C. Engineering, Inc. (KCE) presents the following proposal to Williamson County (Client) for Engineering Services (defined in the next paragraph) to be performed in connection with the planned development of the Southwest Williamson County Regional Park located at 219 Perry Mayfield Boulevard in Leander, Texas (Site). The Engineering Services will be for improvements to an existing unpaved parking lot on the Site and will be set forth in a single set of construction plans and specifications. KCE has prepared its scope of services based upon what it anticipates as being required for the Site. If the Client would like to modify the scope of services to better suit your needs, please let us know and we will revise the scope of services accordingly.

The Engineering Services KCE proposes to perform for the development of the Site are (i) Surveying; (ii) Geotechnical Engineering; (iii) Drainage Analysis/Design; (iv) Grading Plan; (v) Parking Lot Design; (vi) Erosion Control Plan; (vii) Processing Function; and, (viii) Meetings and Coordination ((i) through (viii) together, the Engineering Services). The fee for the Engineering Services will be on a Time and Expense basis in accordance with the 2022 Rate Schedule; however, the amount shall not exceed the cumulative total outlined in the task estimate, attached herewith as Exhibit A, without prior notice to, and approval from, the Client.

KCE shall retain subconsultants for performing Engineering Services Task Items (i) and (ii). The fees for subconsultants have been determined based on the specific scopes of services outlined in this proposal for Engineering Services. In the event that the scope of services for subconsultants is expanded or otherwise amended, fee amounts may exceed those established as part of the Engineering Services.

The Client has provided KCE with existing background survey data for the Site. KCE shall utilize the background survey data provided in order to perform the Engineering Services. During the Site meeting held on October 11, 2023, some areas were identified in the field with the Client for additional surveying in order to perform the Engineering Services. These areas were related to drainage adjacent to Perry Mayfield Boulevard, as well as a pedestrian path west of the existing public restroom facilities. KCE, through its retained surveying subconsultant, shall perform the Surveying of the Engineering Services for these areas. The Surveying of the Engineering Servies shall include tree and topographic survey in State Plane Grid Coordinates and NAVD88 for the additional areas outlined.

Subsequent to being provided a previous geotechnical engineering report for the Site prepared by Gessner Engineering dated September 8, 2020, KCE reviewed the report to determine its suitability for the proposed improvements. The report did not address rigid pavement section recommendations that could be used for the concrete driveway approach into the Site. Consequently, KCE requested an addendum to the report for inclusion of the rigid pavement section. The Geotechnical Engineering of the Engineering Services shall include the required addendum through its retained subconsultant.

The Drainage Analysis/Design of the Engineering Services will include an analysis of existing and developed flow patterns on the Site. KCE will determine drainage structure sizes and locations on the Site. If drainage easements are required, they will be defined and submitted to the Surveyor for inclusion on the final plat. At the direction of the Client, water quality (BMPs) and water quantity (retention/detention) features are excluded from the Engineering Services.

The Grading Plan of the Engineering Services will include an analysis of grades and flow patterns on the Site. KCE will evaluate the Site and prepare detailed proposed grading points with horizontal and vertical data in State Plane Grid Coordinates and NAVD88, respectively to grade the Site and to promote flow patterns necessary to direct rainfall into drainage structures or other drainage features on the Site as provided for in Drainage Analysis/Design. Typical structure drainage details will be provided. KCE will prepare the Grading Plan with the intent of saving desirable trees; however, no warranty is made as to the ability of trees to survive during or after construction activities. If the Client wishes to have more assurance regarding tree preservation, KCE recommends that an arborist that specializes in these matters be consulted to assess the Site.

The Parking Lot Design of the Engineering Services will include a dimensional control plan, concrete curb and gutter (if required), storm sewer system (if required), signage, striping, and designation of pavement sections, based on the recommendations outlined in the geotechnical engineering report and addendum for the Site.

The Erosion Control Plan of the Engineering Services will design temporary and permanent erosion control devices, soil stabilization procedures, and documentation necessary to comply with the Texas Pollutant Discharge Elimination System (TPDES).

KCE shall perform the Processing Function. The Processing Function is defined as processing the engineering design through the appropriate jurisdiction (state, city, county, etc.) having approval authority for the engineering and the attendance at any meetings such as with the State, County Commissioners Court meetings, and meetings with others. This proposal is based upon KCE's most recent experiences with Williamson County. When the engineering design must be reviewed and/or approved by any jurisdictional entity (County, State, etc.), preparation of submittal documentation, meetings and coordination with any jurisdictional entity, and any rework and/or revisions required to meet the specific requirements of that entity shall be considered part of the Processing Function. At the direction of the Client, this proposal excludes the Processing Function through the Texas Commission on Environmental Quality's Edward's Aquifer Program.

The Meetings and Coordination of the Engineering Services shall include meetings, phone calls, and email correspondence with, or in representation of, the Client. KCE will perform Meetings and Coordination to the extent it determines to be reasonably necessary for the scope of services, as well as requested by the Client.

The Engineering Services shall be considered complete upon delivery of the construction plans and specifications (the deliverables) to the Client. Should the Client require project bidding and/or other engineering services after the deliverables have been provided, such as shop drawings review, coordination with bidders or the selected contractor, please let us know and we will revise this proposal accordingly or those after-deliverables services can be performed on an agreed-upon basis.

Any other services which may be required for development of the Site, but not specifically included in the Engineering Services, will be provided on an agreed upon basis.

Certain other requirements may be required that are excluded herein: A biological assessment may be required to verify the suitability of the Site for the presence of threatened and/or endangered species. Accordingly, the Client may be required to file a Notice of Intent (NOI) as well as a certification, executed by the Client that indicates the status of the Site with regard to threatened and/or endangered species. The Site may also require evaluation for its impact to historic structures and Indian burial grounds.

Trip Generation Analysis, Traffic Study, and/or Detailed Traffic Impact Analyses (TIA) required by any jurisdictional entity are specifically excluded from this proposal. Should a jurisdictional entity require traffic analysis, such service will be considered additional services and will be performed on an agreed-upon basis to be negotiated prior to the commencement of the additional services.

It is imperative to note that by performing and/or submitting any traffic analysis (as described above) and/or any other permit application of any kind, approval of the same is not guaranteed. An entity with appropriate jurisdiction might deny access to any given street, roadway, or highway. Similarly, KCE cannot guarantee any permit application will be approved by any entity to which the permit would be submitted. KCE, through its representation of the Client, cannot be held responsible in the event any permit application is denied and/or modified by any regulatory or otherwise governing entity that might have approval authority over such permit(s).

The Client shall furnish KCE with mechanical, structural, chemical, and other laboratory tests, inspections, and reports required by law.

The Client shall identify and provide to KCE the location of all utilities and other features on the Site that might have an impact upon the design and construction of the Site. KCE shall bear no responsibility whatsoever for any impacts to the design and/or construction due to utilities and/or other features whose locations were not provided to KCE prior to the commencement of the Engineering Services.

Any services provided by the Client to KCE shall be furnished at no expense to KCE who shall be entitled to rely upon the accuracy and completeness thereof.

The Client shall consult with KCE before issuing interpretations or clarifications of KCE documents, drawings, and/or specifications and shall request the recommendation of KCE before acting upon anything that may affect any portion of the project that KCE was a part of, whether directly or indirectly.

KCE will provide the Client with the construction plans and specifications **electronically in PDF format**. Hard copies of plans and specifications will be billed in general accordance with commercial printing rates. All drawings and data are instruments of service of KCE, who shall be deemed the author of the drawings and data, and who shall retain all common law, statutory law, and other rights, including copyrights.

The Client shall be responsible for all fees required by others. Some of those fees may include, but are not limited to, County filing fees, Texas Department of Licensing and Regulation (TDLR) processing fees, TPDES fees, and required public notices.

The Client shall advise KCE of the identity of other consultants participating in the development of the Site and the scope of their services.

To the maximum extent permitted by law, Client expressly agrees that the limit of liability of KCE shall be limited to the total fee paid by Client under this agreement. Client acknowledges that he has the opportunity to negotiate the terms of this limitation as part of an “arms-length” transaction and that it is only a limitation of, and not a waiver from, KCE’s liability, and that he has received a special consideration of ten dollars for

this limitation of liability provision and waives any and all rights to dispute the receipt and sufficiency of such consideration.

In the performance of its duties hereunder, KCE will issue statements only in an objective and truthful manner and will strive to make Client aware of KCE's professional concerns regarding particular actions or projects and regarding the consequences of engineering decisions or judgments which are overruled or disregarded. KCE will endeavor to issue oral or written assertions in a manner which is not fraudulent, deceitful, or misleading. KCE will also make every effort to avoid the creation of a misleading impression about any such assertions. KCE will disclose a potential conflict of interest to the Client upon discovery of the potential conflict and will abide by the Client's instructions concerning the conflict of interest and continued representation of the Client. Such conflict of interest includes KCE's acceptance of employment in a situation where its own financial, business, property, or personal interest may affect any professional judgment, decisions, or practices exercised on behalf of Client. In such event, if Client wishes to continue employment of KCE hereunder, KCE will seek the Client's confirmation of Client's knowledge of the potential conflict in writing. In any event, KCE will maintain the interest of the Client in confidence in accordance with the Texas Engineering and Land Surveying Practice Acts, the rules thereunder, and other applicable rules and statutes.

Additionally, KCE has engaged or may engage the services of one or more qualified licensed professionals, consultants, associates or employees ("subcontractors") to perform certain services described herein. Such services include, without limitation, engineering, surveying, environmental, and geotechnical services. In such instances, KCE may rely upon the accuracy and completeness of the services of the subcontractor without further investigation, and KCE shall not be responsible to Client for any damages resulting from inaccuracy or incompleteness of such services.

Based on the proposed engagements, KCE does not foresee that KCE's interests or engagements may affect a professional judgment, decisions, or practices to be exercised on behalf of Client. However, by acceptance of this contract, Client acknowledges and confirms the potential conflict of interest, waives any rights arising in connection with the potential conflict of interest as described above, waives any right to damages resulting from inaccuracy of incompleteness of the services of subcontractors, and confirms the engagement described herein.

The Engineering Services shall be performed in general accordance with standard care of the industry in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable services under comparable conditions at the time the services contemplated herein are performed. Therefore, the Client understands and acknowledges that Change Orders may be required before, during or after construction. It is for that purpose the Client acknowledges and agrees to budget a reasonable amount for Change Orders.

Regardless of whether or not a contract is executed between the Client and KCE, instructions to KCE by the Client or the Client's authorized representative to commence work shall indicate agreement with the terms and conditions contained herein.

No other representations are made other than those herein, express, or implied, and no warranty or guarantee not expressly stated herein is included or intended in any way.

Whether or not this proposal is incorporated or included in a contract or agreement, it shall be considered included in such documents for all intents and purposes. Should any portion of this proposal be determined to be invalid or otherwise unenforceable, all remaining portions shall remain in full force and effect. All documents herein are complementary and what is required by one shall be as binding as if required by all.

Thank you for the opportunity to provide this proposal. If you have any questions or comments, please feel free to contact me at (830) 693-5635.

Sincerely,
K.C. Engineering, Inc.
Firm Registration #: F-000977

By:



D. Martin Stary, P. E.
Senior Engineer

The terms and conditions of this proposal (Agreement) shall remain valid for 30 days from the date of issuance. If the Client delays the project at any time for more than 90 days after execution of this proposal (Agreement), KCE reserves the right to renegotiate the fee for the Engineering Services described herein. If the terms and conditions presented in this proposal (Agreement) are acceptable, please sign below to authorize commencement of the Engineering Services. By signing below, the signatory certifies the authority to sign this proposal (Agreement) and be bound by its terms and conditions.

_____ _____

Client/Representative Signature Date

_____

Printed Name

K.C. ENGINEERING, INC.

705 N Hwy 281, Suite 103 • Marble Falls, TX 78654 • Tel: 830.693.5635 • Fax: 830.693.9664 • www.kcengineering.com

2022 RATE SCHEDULE

The Client will be billed for any service provided on a Time and Expense basis in accordance with the rate schedule set forth below:

Expert Witness	$ 300.00	per hour
Senior Project Manager	$ 215.00	per hour
Project Manager	$ 200.00	per hour
Senior Engineer	$ 195.00	per hour
Project Engineer	$ 165.00	per hour
Engineer-in-Training	$ 125.00	per hour
Engineering Technician	$ 110.00	per hour
CAD Technician	$ 100.00	per hour
Clerical	$ 80.00	per hour
Mileage	$ 0.585	per mile

Client will be billed for purchased services and expendable supplies at the actual cost of said services plus 15%. Purchased services may include, but are not limited to: reproduction, printing and copying; third party delivery services; document acquisition; telephone; travel and subsistence; miscellaneous fees; and, contracted services. All other costs not provided for directly herein, shall be billed at cost plus 15%.

Plans, specifications, and other documents reproduced, printed, and/or copied internally shall be billed as:

8-1/2” x 11”	$0.15 each
8-1/2” x 14”	$0.25 each
11” x 17”	$1.50 each
24” x 36”	$7.50 each
Other	$1.50 per square foot

Plans, specifications and other documents printed by a commercial printer, shall be billed at cost plus 15%.

EXHIBIT A
TASK ESTIMATE
SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK
219 PERRY MAYFIELD BOULEVARD
LEANDER, TEXAS

Task Number	Task Description	Job Classification and Rate									Amount
		Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Engineer-in-Training	Engineering Assistant	CAD Technician	Clerical	Miscellaneous Expense	
		$215	$200	$195	$165	$125	$110	$95	$80	$100	
1	Meetings with Client and jurisdictional entity(ies) to finalize layout; performing clean up of layout provided; preparation of background files			4.0	4.0	16.0					24.0
		$0	$0	$780	$660	$2,000	$0	$0	$0	$0	$3,440
2	Perform detailed site grading				40.0						40.0
		$0	$0	$0	$6,600	$0	$0	$0	$0	$0	$6,600
3	Perform overall site drainage analysis/design; includes drainage areas, impervious cover calculations, hydrologic/hydraulic analysis				8.0	8.0					16.0
		$0	$0	$0	$1,320	$1,000	$0	$0	$0	$0	$2,320
4	Perform driveway culvert/channel analysis and design; includes drainage areas, impervious cover calculations, hydrologic analysis, pipe network alignments, profiles, hydraulic analysis, and final elevations/sizing				8.0	8.0					16.0
		$0	$0	$0	$1,320	$1,000	$0	$0	$0	$0	$2,320
5	Preparation of detailed dimensional control plan and points tables includes horizontal and vertical control for proposed site improvements				4.0	16.0					20.0
		$0	$0	$0	$660	$2,000	$0	$0	$0	$0	$2,660
6	Preparation of temporary erosion and sedimentation control plan in accordance with jurisdictional requirements				4.0	8.0					12.0
		$0	$0	$0	$660	$1,000	$0	$0	$0	$0	$1,660
7	Preparation of construction documents (plan sheets and details); includes a reasonable allocation (8 hours) for addressing comments and making revisions as required by the jurisdictional entity(ies); Intneral Quality Assurance/Quality Control			8.0	24.0	48.0					80.0
		$0	$0	$1,560	$3,960	$6,000	$0	$0	$0	$0	$11,520
8	Miscellaneous meetings and coordination with the jurisdictional entity(ies), Client, etc. (includes coordination of requirements specific to the project)			4.0	4.0						8.0
		$0	$0	$780	$660	$0	$0	$0	$0	$0	$1,440
9	Surveying (Additional topographic survey)									27.5	27.5
		$0	$0	$0	$0	$0	$0	$0	$0	$2,750	$2,750
10	Geotechnical Engineering (Rigid Pavement Section Design)									5.8	5.8
		$0	$0	$0	$0	$0	$0	$0	$0	$580	$580
11	Not Used										0.0
		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
12	Not Used										0.0
		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Totals (horizontal)		0.0		16.0	96.0	104.0			0.0	33.3	249.3
		$0		$3,120	$15,840	$13,000			$0	$3,330	$35,290
										Total (vertical)	**249**
											$35,290

1. Estimated time for Surveying and Geotechnical Engineering subconsultants is 30 days from Client authorization of the Engineering Services.
2. Estimated time for 95% preliminary plan set submittal for Client review is 90 days from authorization to proceed (60 days after subconsultant work is completed).

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:
2024-1121226

Date Filed:
02/07/2024

Date Acknowledged:

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

K.C. Engineering, Inc.
Marble Falls, 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.

SWRP Disc Golf Parking Pave
Perform Surveying, Drainage and Site Design a the Southwest Regional Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Greg Haley, P.E., and my date of birth is [redacted].

My address is [redacted] (street), _____, Marble Falls (city), TX (state), 78654 (zip code), USA (country).

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

Executed in Burnet County, State of TX, on the 7 th day of February (month), 20 24 (year).

Greg Haley, P.E.

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:
2024-1121226

Date Filed:
02/07/2024

Date Acknowledged:
02/26/2024

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

K.C. Engineering, Inc.
Marble Falls, 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.

SWRP Disc Golf Parking Pave
Perform Surveying, Drainage and Site Design a the Southwest Regional Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

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 **20.**

Meeting Date: 03/05/2024

Approval of Agreement for Construction Services with Texas AirSystems, LLC for the Central Maintenance Facility (CMF) HVAC Replacement for Facilities Management.

Submitted For: Joy Simonton **Submitted By:** Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services #2024152 with Texas AirSystems, LLC for the Central Maintenance Facility (CMF) HVAC replacement for Facilities Management in the amount of $91,450.00, pursuant to Cooperative Contract #TIPS 220106, and authorize execution of the agreement.

Background

This Contract for Construction Services between Williamson County and Texas AirSystems, LLC, relates to the Central Maintenance Facility (CMF) HVAC replacement Project at 3151 SE Inner Loop, Georgetown, TX 78626. This project has a substantial completion of seventy-five (75) calendar days. A detailed Scope of Work is attached. Funding Source is 01.0100.1026.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction Services

Form 1295 - Texas AirSystems, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 03:02 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:18 PM
Form Started By: Stacian Williams		Started On: 02/27/2024 05:01 PM
Final Approval Date: 02/28/2024		

Agreement for Construction Services
(Cooperative Contract #TIPS 220106)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Texas AirSystems, LLC. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1
SCOPE OF WORK

The Owner desires to retain Contractor for the construction of Central Maintenance Facility (CMF) HVAC replacement (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2
CONTRACT PRICE

Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Ninety-One Thousand Four Hundred Fifty Dollars ($91,450.)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3
PLANS AND SPECIFICATIONS

The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4
CONTRACT TIME

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Seventy-Five (75) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set

forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500) 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 Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5
PAYMENT

5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6
CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the 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 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name 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 if any. 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.

6.5.2 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.

6.5.3 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.

6.5.4 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.

6.5.5 **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.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, 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.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.9 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.

6.5.10 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 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 Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7
INDEMNITY

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

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

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this

Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8
WARRANTY

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9
PREVAILING WAGE RATE

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online

at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages

for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11
TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 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 Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
11.2.1.2 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 Agreement;
11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
11.2.1.4 Fails to perform any of its obligations under the Agreement;
11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
11.2.1.6 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;
11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** 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, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and 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.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for 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.

11.3 Suspension by the Owner for Convenience

11.3.1 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.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 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.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the

Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. 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.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 220106; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # TIPS 220106; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

GC:
Texas AirSystems, LLC.

By: 
Signature

2/23/24
Printed Name

Account Manager
Title

Date Signed: 2/23/24

COUNTY:
Williamson County, Texas
A political subdivision of the state of Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Exhibit “A”

Plans and Specifications

Contractor will provide the following work:

a. Replace condenser/air handler units 12 and 13 (2 units). (See Attachment B).

b. Replace REZNOR make up air unit (MAU). Specification for new MAU in Appendix B. No substitutions.

c. Provide access platform for AHU #11 units not co-located and easily accessible. Access platform should be a minimum of 3ft in width from existing mechanical mezzanines to outlying AHUs (approximately 2 AHUs).

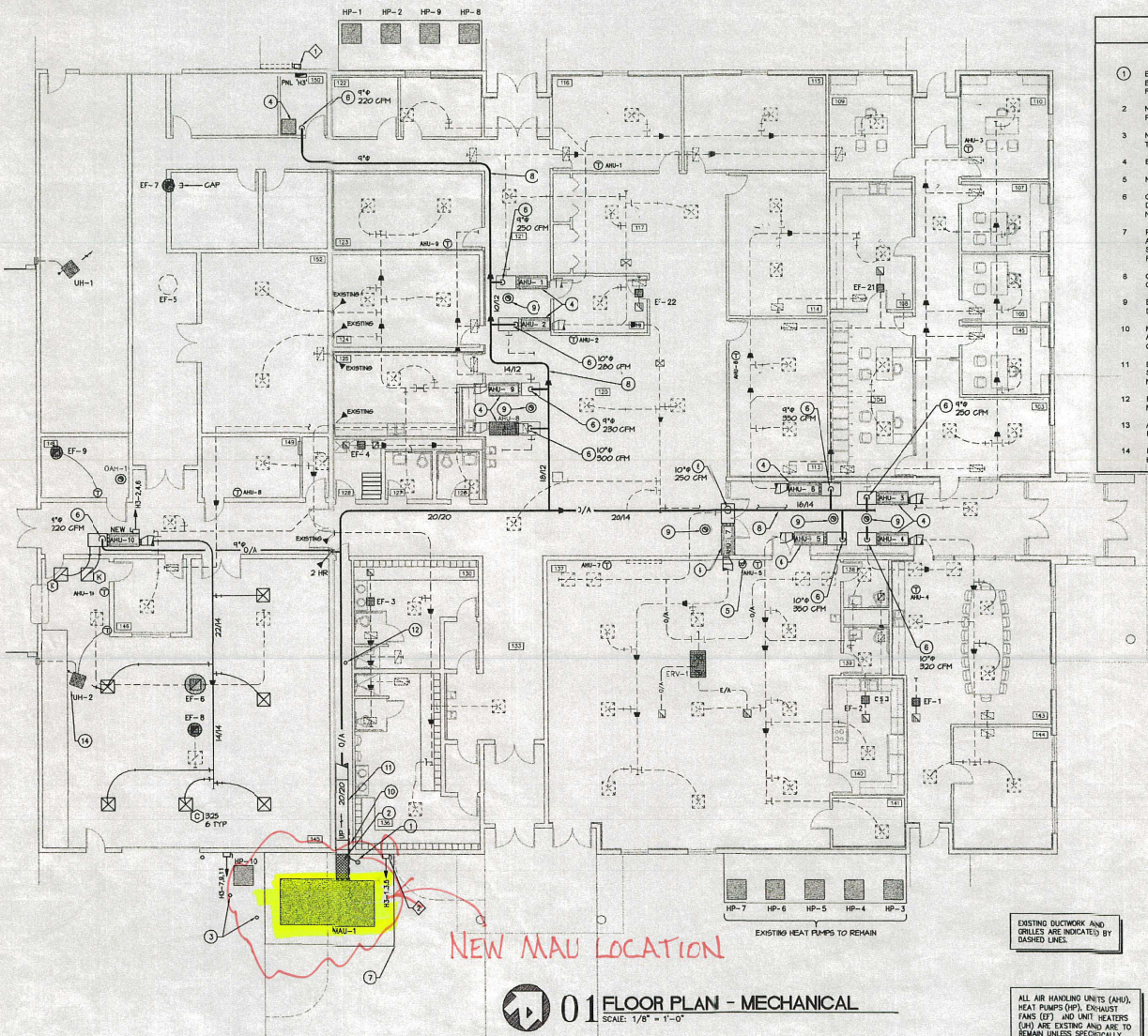
d. Replace or repair AHU elevated platforms, within the drip pans, of each AHU as necessary.

e. Provide one (1) annual service and maintenance record for all existing HVAC units (AHU and Condenser). See Unit Schedule in Appendix A.
   - Required AHU Service: Clean heating and cooling coils, drain and clean condensation pan, lubricate, and grease motor and blower bearing, lubricate and grease motor and blower bearing, inspect all wiring for loose or damaged connections, check bypass valve, and check for excess vibration or noise.
   - Required Condenser Service: Clean the condenser units of all debris, check for proper refrigerant levels, and adjust as required, and clean coil.

f. Replace one (1) existing access panel for attic access with access doors/hatches.

g. Verify building exhaust system functionality and provide separate cost estimate for repairs or replacements as needed.

h. Extend MAU duct through CME wall in attic and connect to existing outside air duct. Remove existing supply and return air unit ventilated caps from roof from roof and replace with weatherproof permanent roof caps.



01 FLOOR PLAN - MECHANICAL
SCALE: 1/8" = 1'-0"

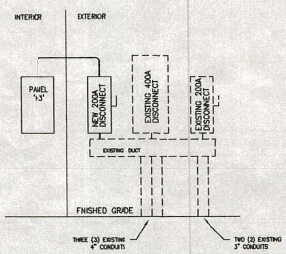
KEYED NOTES

THESE NOTES APPLY TO THIS SHEET ONLY

1. EXISTING CLEANOUT TO BE RELOCATED AND OFFSET SO THAT IT IS WITHIN 24" OF BUILDING AND NOT UNDER NEW DUCT OF MAU-1. IT IS CURRENTLY SIX FEET OUT FROM BUILDING.
2. NEW EXTERIOR DUCT TO BE INSTALLED PER SPECIFICATIONS 15810. DUCT TO PENETRATE WALL AT APPROXIMATELY 32" A.F.F. (INSIDE) TO BOTTOM OF DUCT.
3. NEW 4" DIAMETER SCHEDULE 40 STEEL BOLLARD FILLED WITH CONCRETE. BOLLARD TO EXTEND A MINIMUM OF 36" ABOVE FINISHED ?
4. EXISTING AHU TO REMAIN.
5. NEW CO2 SENSOR TO CONTROL EXISTING ERV-1.
6. OUTSIDE AIR DUCT TO CONNECT TO RETURN AIR PLENUM. PROVIDE VOLUME DAMPER AT CONNECTION. BRANCH DUCT SIZE AS NOTED. BALANCE TO CFM AS NOTED.
7. PROVIDE 4" THICK REINFORCED CONCRETE PAD. COORDINATE EXACT SIZE WITH ACTUAL EQUIPMENT. PAD TO EXTEND A MINIMUM OF 36" BEYOND UNIT ON THREE SIDES, 48" ON BUILDING SIDE. PAD TO SLOPE AWAY FROM BUILDING AT 1/4" PER FOOT.
8. OUTSIDE AIR DUCT ROUTED AT MINIMUM OF SEVEN FEET ABOVE MEZZANINE FLOOR. COORDINATE WITH EXISTING CONDITIONS.
9. EXISTING OUTSIDE AIR DUCT FROM HOOD ON ROOF TO BE REMOVED. LEAVE 12" OF DUCT FROM ROOF. INSULATE AND CAP DUCT AIRTIGHT.
10. MAIN WATER LINE INTO CHASE (ABOVE HOSE BIBB) WIL. NEED TO BE LOWERED TO ALLOW NEW DUCT TO ENTER CHASE AT 32" A.F.F. COORDINATE WITH MECHANICAL CONTRACTOR
11. DUCT TO RISE UP AT A 45 DEGREE (PLUS OR MINUS) ANGLE UP TO ATTIC/MEZZANINE SPACE. COORDINATE WITH EXISTING PLUMBING. WATER LINE TO BE LOWERED PER NOTE 10.
12. EXISTING ELECTRICAL SERVICE. REFERENCE ELECTRICAL RISER DIAGRAM 02. MEP2.1.
13. AIR HANDLING UNIT (AHU) TO BE INSTALLED IN MEZZANINE. DISTRICT WILL PROVIDE FLOORING/DECKING IN THIS AREA.. REFERENCE DETAIL 01, MEP3.1.
14. EXISTING UNIT HEATER AND ASSOCIATED THERMOSTAT TO BE REMOVED AND HANDED OVER TO OWNER. CAP AND INSULATE FLUE INSIDE.

EXISTING DUCTWORK AND GRILLES ARE INDICATED BY DASHED LINES.

ALL AIR HANDLING UNITS (AHU), HEAT PUMPS (HP), EXHAUST FANS (EF) AND UNIT HEATERS (UH) ARE EXISTING AND ARE TO REMAIN UNLESS SPECIFICALLY NOTED OTHERWISE.



02 ELECTRICAL RISER DIAGRAM
SCALE: NONE

HENDRIX ice
CONSULTING ENGINEERS
THIS DOCUMENT, THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE AND SHALL REMAIN THE PROPERTY OF HENDRIX CONSULTING ENGINEERS; THESE DOCUMENTS ARE NOT TO BE USED OR ALTERED, IN WHOLE OR IN PART, FOR OTHER THAN THE ORIGINAL INTENDED USE, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT WRITTEN PERMISSION FROM HENDRIX CONSULTING ENGINEERS.

WILLIAMSON COUNTY MAINTENANCE FACILITY
A/C RENOVATIONS

- Project No.:
- Date
- Drawn KAM
- Issues

FLOOR PLAN
MECHANICAL
ELECTRICAL PLUMBING

MEP2.1

G:\2021\WCM RENOVS\2_01\ARCHIVE\2_1.dwg, HP1050C 300dpi, 01/04/22 04:02:07 PM, Default, DesignJet 1CP# 300dpi.plt3

MAU-1 is located at the Central Maintenance Facility
at 3151 SE Inner Loop Georgetown, TX 78626



Austin
1340 Airport Commerce Drive
Suite 450
Austin, Texas 78741
T: (512) 462-4777

QUOTED SERVICE

Date

2/21/2024

Prepared For:
WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Project and Location
Williamson County CMF Building
3101 SE Inner Loop
Georgetown, TX 78626
Contact: Joe Piefer
Phone:
Email:

Texas AirSystems is pleased to present you this proposal for your review and acceptance.

Scope of Work:

Asset	Procedures
MAU-1	Installation of AAON PACKAGED OUTDOOR MAU (QTY-1) RN Series, Air-Cooled Packaged DX Rooftop Units Designed for 460V/3Ph/60HZ Power and Complete as Follows: · R-410A Variable Speed Scroll Compressor – High Efficiency · Motorized 100% Outside Air Dampers – No RA Opening · 60KW heater · Modulating Hot Gas Reheat · 2" Pleated – 30% Eff · Remote Start/Stop Terminals - LVTB · Metal Mesh OA Pre Filter · ECM Condenser Fan – Head Pressure Control · Non-fused Disconnect Power Switch · Remote Safety Shutdown Terminals + High Condensate Level Switch · Phase and Brown Out Protection · Condenser Coil Guards · Factory-Installed DDC Controls and Controlling Sensors · Curb Adapter · Installation of MAU/Curb Adapter · Crane to lift old unit and set new unit · Disposal of old unit · Demo and dispose of old supply duct · Provide and install galvanized metal ductwork to tie in new equipment · Properly seal and insulate all new ductwork · Startup/Commissioning

Exclusions:

- Taxes are not included and will be added to the quoted price unless a resale or tax exempt certificate is on file.
- Integrity of valves, disconnects, and switches.
- TAB Services.
- Any work not specifically described above is not included in this proposal.
- All work to be performed during normal working hours Monday-Friday. No overtime and/or shift work is included.
- Pricing does not include payment/performance bonds.
- Controls by others.
- Quote is valid for 15 days.

Quoted Amount

Customer agrees to pay **$91,450.00** payable not including tax, to Texas AirSystems as the fee for services described in the Scope of Services section hereof.

Please reference Tips Contract#22010601. MSA approved on 12/6/2022

TACLA00029072C Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

QUOTE ACCEPTANCE:

PO accepted in place of Signature

_____

Signature

_____

Printed Name

_____

Acceptance Date

TEXAS AIRSYSTEMS ACCEPTANCE:

_____

Signature

Blake Randig
Telephone: 512.271.3040
Email: Blake.Randig@texasairsystems.com

_____

Acceptance Date

Texas AirSystems, LLC.
Terms and Conditions
Sale of Parts, Devices and Services

Company: The Company as used herein shall mean Texas AirSystems LLC.. or one of its subsidiaries or affiliates as elsewhere stated herein (herein after "Texas AirSystems" or "Company").

Price Policy: Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Quotes are valid for a maximum period of 30 days unless otherwise noted.

Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of the date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production or providing of products, or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Texas AirSystems retains all rights to enforce lien and/or claim opportunities in accordance with respective states and federal laws to protect Texas AirSystems interests.

Shipping terms and dates: All shipments will be made F.O.B. factory or Texas AirSystems warehouse with freight as quoted. Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by an officer of the Company.

Claims: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filled by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto. If Customer is exempt in accordance with law, Customer shall provide Texas AirSystems with acceptable tax exemption certificates.

Cancellations: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization. A Texas AirSystems "Return goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods. Terms of Sale: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing by an officer of the Company. No waiver, alteration or modifications of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Texas AirSystems, LLC. In particular and without limiting the foregoing, not withstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specifications requirements of any project.

Asbestos and Hazardous Materials: Texas AirSystems services expressly exclude any indemnification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Texas AirSystems become aware of or suspect the presence of Hazardous Materials, Texas AirSystems may immediately stop work in the affected area and shall notify customer.

Customer will be responsible for taking any and all action necessary to correct condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Texas AirSystems. Texas AirSystems shall be required to resume performance of the services only when the affected area has been rendered harmless.

Indemnity: Texas AirSystems shall not in any event be liable to the customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of property or equipment use or efficiencies or loss of profits or revenue arising from any cause what so ever including, but not limited to any delay, act, error or omission of Texas AirSystems. In no event shall Texas AirSystems be liable for any damages resulting from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents. In no event will Texas AirSystems liability for direct or compensatory damages exceed that payment received by Texas AirSystems from customer for the specific product/part from this specific sales order under this agreement.

Available only in the United States:

Equal Employment Opportunity/Affirmative Action Clause: Texas AirSystems is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250

This agreement is governed and construed in accordance with the laws of the State of Texas.

Limited Warranty: Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 10 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts to "ship to" location. The Company warrants that it will provide free replacement parts in the event any product manufactured by Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from date of shipment. Goods not manufactured be the Company but also sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company and or directly to the Purchaser. The Company does not provide warranty for consumable items (e.g. filtration devices). The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. Replacement parts must be maintained and serviced per manufacturer recommendations or warranty is voided. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional expended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the company will provide an extended warranty(ies) on certain goods or components thereof within the terms of the warranty certificate(s). To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact: Texas AirSystems, LLC., Warranty Parts Department, ; (972)-570-4700.

THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, LLC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT.

The Company must receive a start-up information report for Goods containing motor-compressors, VFD's, fan motors, rotating assemblies, electronic controllers and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up date and ship date will be deemed the same for warranty determination. No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance of the product is other than published by the Company. At the sole discretion of the company, parts may be examined or tested to determine cause of fail.

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:
2024-1127343

Date Filed:
02/23/2024

Date Acknowledged:

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

Texas AirSystems
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.

2024_1026
Replacement of MAU on the CMF Building

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Blake Randig, and my date of birth is [redacted].

My address is [redacted] (street), Taylor (city), Tx (state), 76574 (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 26 day of February (month), 2024 (year).

AMY RICO
NOTARY PUBLIC, STATE OF TEXAS
ID# 134612631
COMM. EXP. 10-19-2027

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:
2024-1127343

Date Filed:
02/23/2024

Date Acknowledged:
02/26/2024

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

Texas AirSystems
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.

2024_1026
Replacement of MAU on the CMF Building

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

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 **21.**

Meeting Date: 03/05/2024

Approval of Agreement for Construction Services for Williamon County District Attorney Office Remodel with 360 TXC, LLC for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services #2024147 with 360 TXC, LLC for the County District Attorney's (DA) Offices Remodel for Facilities Management in the amount of $32,846.00 pursuant to Cooperative Contract #PCA OD 311-20, and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and 360 TXC, LLC, relates to the remodel of various Williamson County District Attorney's (DA) offices, located at 405 Martin Luther King Jr St, Georgetown, TX 78626, with a substantial completion date of 90 days. Funding Source is 01.0100.1009.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295 - 360 TXC, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 04:12 PM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:13 PM
Form Started By: Stacian Williams		Started On: 02/23/2024 10:58 AM
Final Approval Date: 02/28/2024		

Agreement for Construction Services
(Cooperative Contract #PCA OD 311-20)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **360TXC, LLC** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1
SCOPE OF WORK

The Owner desires to retain Contractor for the construction of remodel of various Williamson County District Attorney's (DA) offices (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2
CONTRACT PRICE

Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Thirty-Two Thousand, Eight Hundred Forty-Six Dollars ($ 32,846.00)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3
PLANS AND SPECIFICATIONS

The Work shall be performed pursuant to and in accordance with the plans, drawings and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4
CONTRACT TIME

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **ninety (90) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set

forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500) 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 Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5
PAYMENT

5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6
CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the 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 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name 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 if any. 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.

6.5.2 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.

6.5.3 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.

6.5.4 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.

6.5.5 **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.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, 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.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.9 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.

6.5.10 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 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 Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7
INDEMNITY

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

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

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this

Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8
WARRANTY

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9
PREVAILING WAGE RATE

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online

at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages

for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11
TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 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 Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
11.2.1.2 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 Agreement;
11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
11.2.1.4 Fails to perform any of its obligations under the Agreement;
11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
11.2.1.6 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;
11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** 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, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and 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.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for 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.

11.3 Suspension by the Owner for Convenience

11.3.1 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.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 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.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the

Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. 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.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans, Drawings and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # PCA OD 311-20; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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. This Agreement between County and Contractor;
2. Exhibit "A" – Plans, Drawings and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # PCA OD 311-20; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

GC:
360TXC, LLC

By: _____
Signature

Tony Lester
Printed Name

COO
Title

2-22-2024
Date Signed: _____

COUNTY:
Williamson County, Texas
a political subdivision of the state of Texas

By: _____
Signature

_____
Printed Name

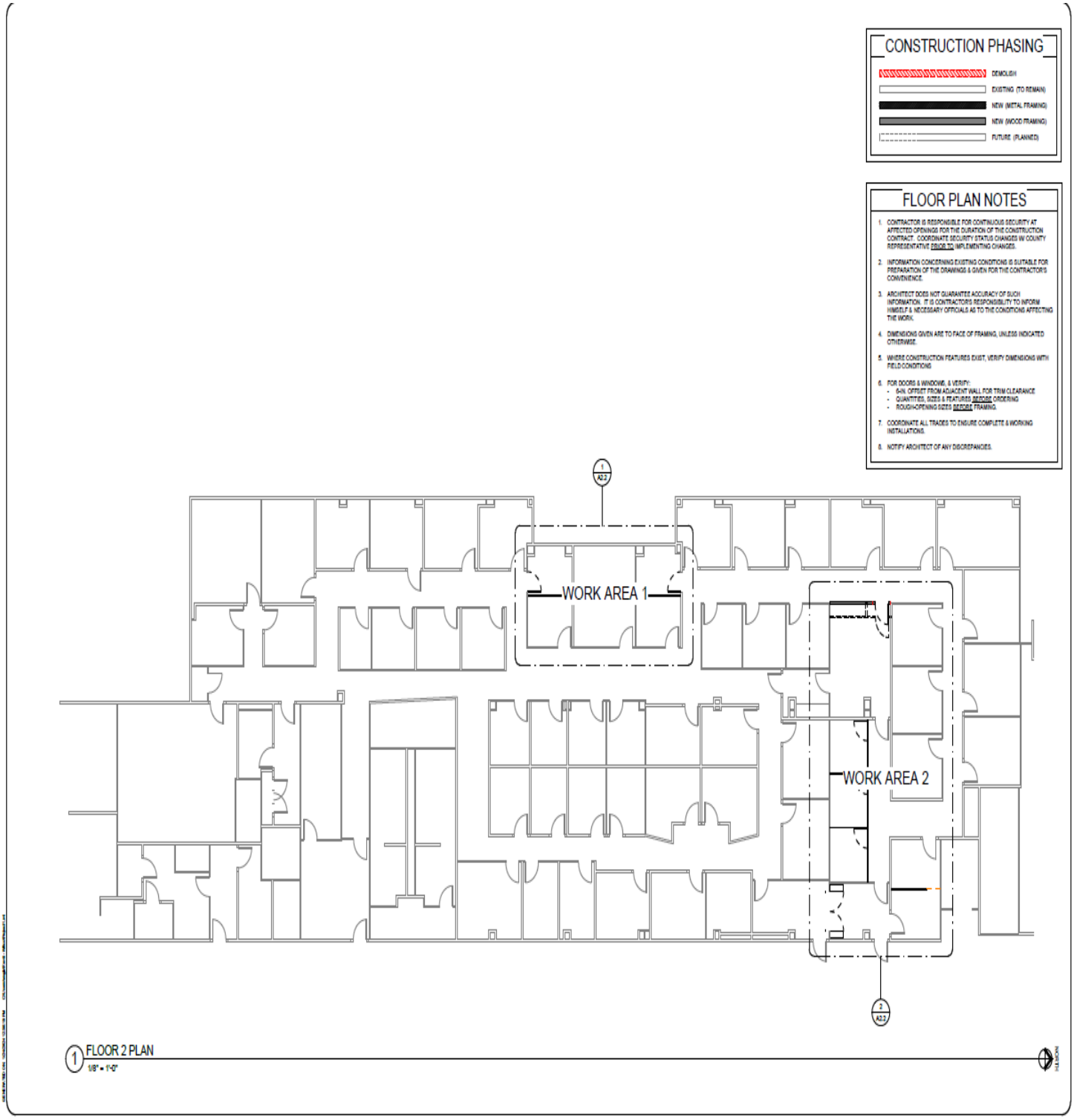
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Title

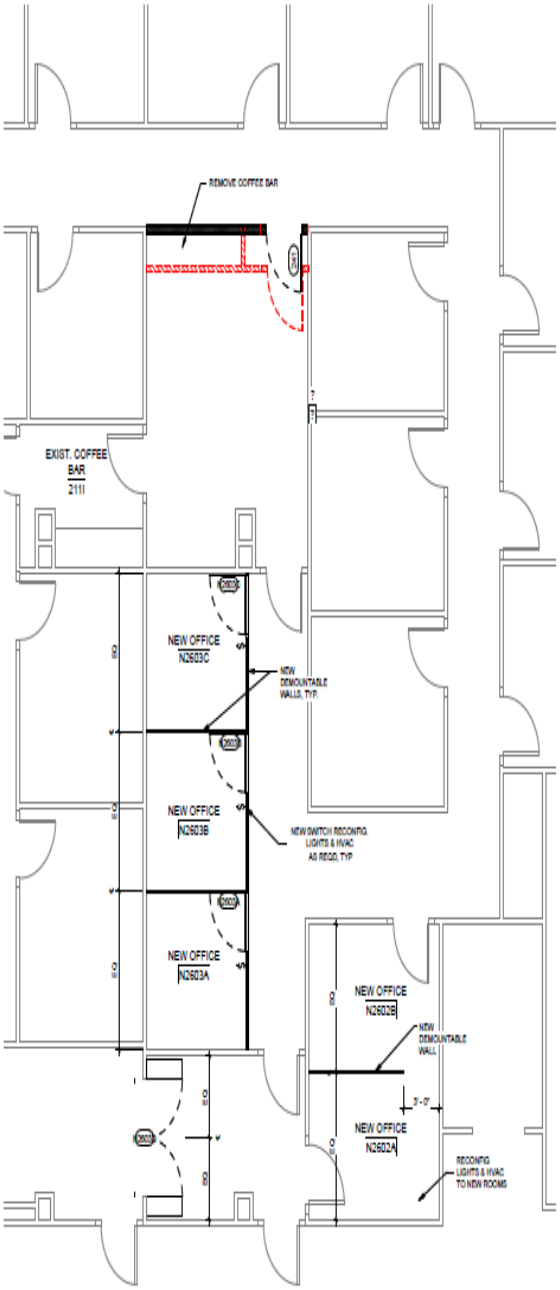
Date Signed: _____

Exhibit “A”
Plans, Drawing and Specification

Contractor will provide the following Work:

1. HVAC - Provide new supply and return per drawings below;
2. Electrical - Remove relocate and add light switches per drawings below; and
3. Carpentry - Remove and install doors per drawing/ repair holes in the wall per drawings below.


CONSTRUCTION PHASING
DEMOLISH
EXISTING (TO REMAIN)
NEW (METAL FRAMING)
NEW (WOOD FRAMING)
FUTURE (PLANNED)
FLOOR PLAN NOTES
1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ COUNTY REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
3. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE.
5. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS.
6. FOR DOORS & WINDOWS, & VERIFY:
- 6-IN. OFFSET FROM ADJACENT WALL FOR TRIM CLEARANCE
- QUANTITIES, SIZES & FEATURES BEFORE ORDERING
- ROUGH-OPENING SIZES BEFORE FRAMING.
7. COORDINATE ALL TRADES TO ENSURE COMPLETE & WORKING INSTALLATIONS.
8. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
1 A2.2
WORK AREA 1
WORK AREA 2
2 A2.2
1 FLOOR 2 PLAN
1/8" = 1'-0"
WILLIAMSON COUNTY
TRINITY JACOBS WA
0%
SUBMITTAL
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION
DA OFFICE REMODEL
405 MLK JR ST, GEORGETOWN, TX 78626
ISSUED: 12/13/2023
DRAWN BY: SE
REVISIONS:
ORIENTATION PLAN
A2.1



2 NEW OFFICES & BREAK ROOM ENLARGED PLAN
1/4" = 1'-0"

CONSTRUCTION PHASING

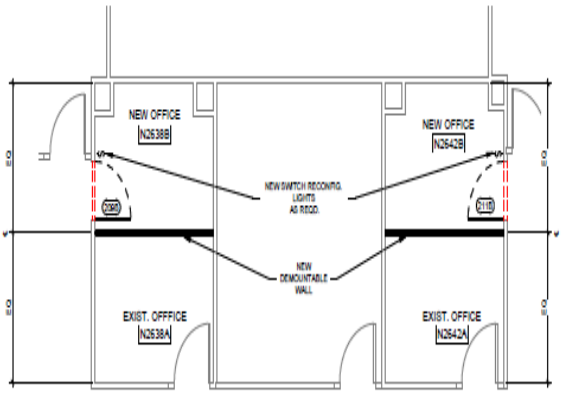
- DEMOLISH
- EXISTING (TO REMAIN)
- NEW (METAL FRAMING)
- NEW (WOOD FRAMING)
- FUTURE (PLANNED)

FLOOR PLAN NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ COUNTY REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
3. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTORS RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE.
5. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS
6. FOR DOORS & WINDOWS, & VERIFY:
   - 64in. OFFSET FROM ADJACENT WALL FOR TRIM CLEARANCE
   - QUANTITIES, SIZES & FEATURES BEFORE ORDERING
   - ROUGH-OPENING SIZES BEFORE FRAMING.
7. COORDINATE ALL TRADES TO ENSURE COMPLETE & WORKING INSTALLATIONS.
8. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

DOOR SCHEDULE

DOOR NUMBER	SIZE H	SIZE W	SIZE T	DOOR TYPE	DOOR MAT'L	FRAME TYPE	FRAME MAT'L	HARDWARE SET	FIRE RATING	REMARKS
2098	7'-0"	3'-0"	0'-1 3/4"	D1	WOOD					NEW DOOR
2110	7'-0"	3'-0"	0'-1 3/4"	D1	WOOD					NEW DOOR
341	7'-0"	3'-0"	0'-1 3/4"	D1	WOOD					NEW DOOR
N2603A	7'-0"	3'-0"	0'-1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
N2603B	7'-0"	3'-0"	0'-1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
N2603C	7'-0"	3'-0"	0'-1 3/4"	F1	MTL					DEMOUNTABLE DOOR SYSTEM
N2603D	7'-0"	8'-0"	1'-0"	F2	WOOD					NEW BOOKSHELF OPENING
N2603E	7'-0"	3'-0"	0'-1 3/4"	D1	WOOD					
N2603F	7'-0"	3'-0"	0'-1 3/4"	D1	WOOD					



1 NEW OFFICES ENLARGED PLAN
1/4" = 1'-0"

WILLIAMSON COUNTY

TRINITY JACOBS WA

0% SUBMITTAL

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

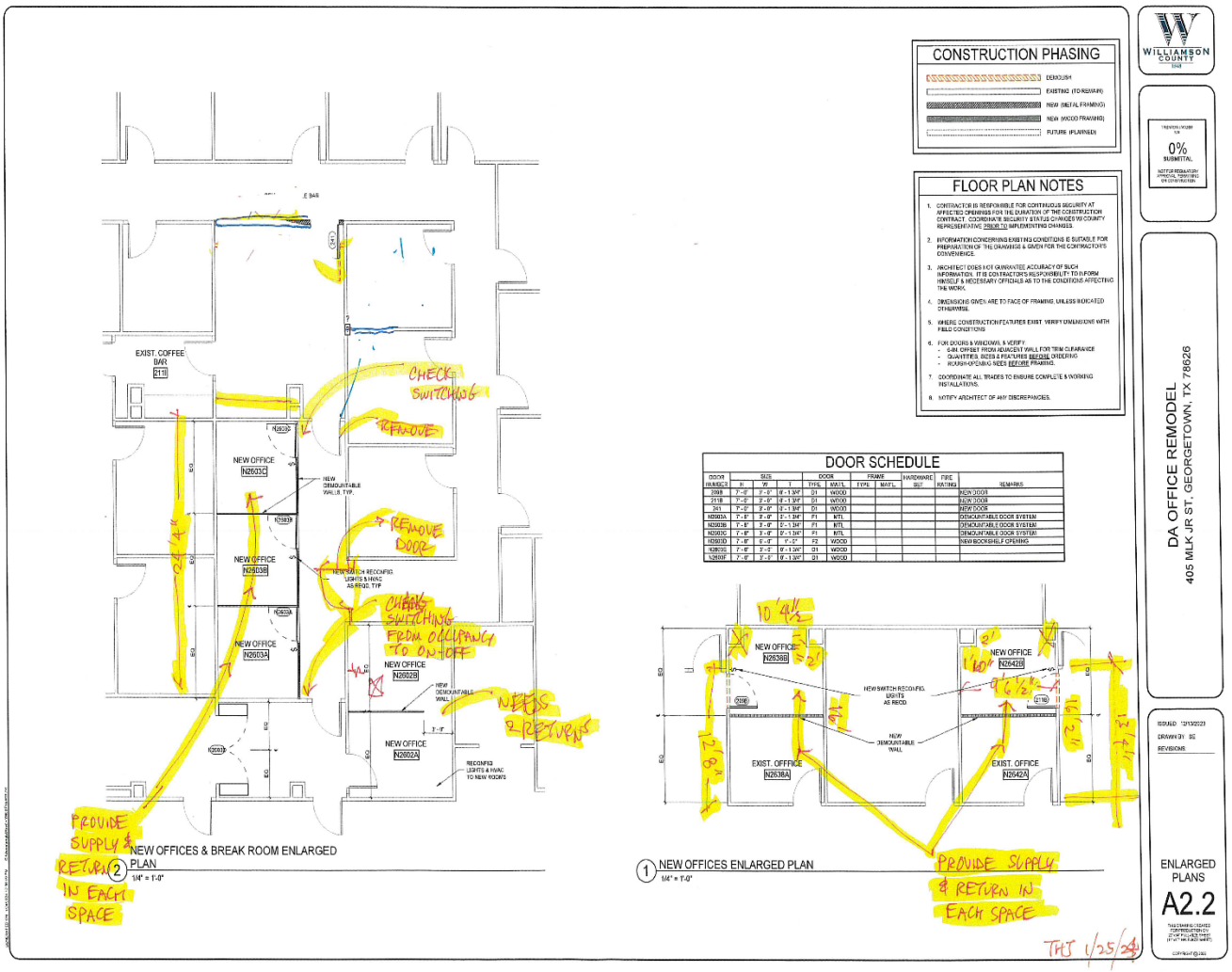
DA OFFICE REMODEL
405 MLK JR ST, GEORGETOWN, TX 78626

ISSUED: 12/13/2023
DRAWN BY: DE
REVISIONS:

ENLARGED PLANS
A2.2

THIS DRAWING CREATED FOR PRODUCTION ON 22"x34" FULL SIZE SHEET (11"x17" HALF SIZE SHEET)

COPYRIGHT © 2023



2 NEW OFFICES & BREAK ROOM ENLARGED PLAN
1/4" = 1'-0"

1 NEW OFFICES ENLARGED PLAN
1/4" = 1'-0"

WILLIAMSON COUNTY
0%
SUBMITTAL
DA OFFICE REMODEL
405 MLK JR ST, GEORGETOWN, TX 78626
ISSUED: 12/13/2023
DRAWN BY: BC
REVISIONS:
ENLARGED PLANS
A2.2

360TXC LLC
204 Old Coach Ln
Elgin, TX 78621 US
estimator@360txc.com

ADDRESS
Williamson County
3101 SE Inner Loop,
Georgetown, TX 78626
Willamson

Estimate 1027

DATE 02/13/2024

EXPIRATION DATE 03/13/2024

PCA OD-311-20

DA Remodel

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
HVAC	Provide new supply and return per drawing	1	22,875.00	22,875.00
Electrical	Remove relocate and add light switches per drawing	1	2,389.00	2,389.00
Carpentry	Remove and install doors per drawing/ repair holes in wall.	1	7,582.00	7,582.00

TOTAL **$32,846.00**

Accepted By

Accepted 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:
2024-1127168

Date Filed:
02/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
360TXC,LLC
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.
PCA OD 311-20)
Construction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is **Tony Lester**, and my date of birth is [redacted]

My address is [redacted] (street), **Elgin** (city), **TX** (state), **78621** (zip code), **Bastrop** (country)

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

Executed in **Bastrop** County, State of **TX**, on the **22** day of **2** (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:
2024-1127168

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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.

360TXC,LLC
Austin, TX United States

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Williamson County

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PCA OD 311-20)
Construction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

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 **22.**

Meeting Date: 03/05/2024

Authorize Issuing advertisement for IFB #24IFB37 Cross Culvert Replacements Phase 2 FY24 for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Cross Culvert Replacements Phase 2 FY24, under IFB #24IFB37.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced construction crews and equipment to construct the cross culvert replacements throughout Williamson County. The estimated budget is $1,022,321.00. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 05:00 PM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:24 AM
Form Started By: Johnny Grimaldo		Started On: 02/26/2024 10:57 PM
Final Approval Date: 02/29/2024		

Commissioners Court - Regular Session **23.**

Meeting Date: 03/05/2024

Authorize Issuing advertisement for IFB #24IFB38 Ronald W Reagan Blvd Milling and Overlay for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Ronald W Reagan Blvd Milling and Overlay, under IFB #24IFB38.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced repairing, milling, sealing, overlay, and striping crews and equipment to resurface Ronald Reagan Blvd from city limits of Georgetown to IH 35. The estimated budget is $5,671,712.00. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 05:10 PM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:25 AM
Form Started By: Johnny Grimaldo		Started On: 02/26/2024 10:58 PM
Final Approval Date: 02/29/2024		

Commissioners Court - Regular Session **24.**

Meeting Date: 03/05/2024

Authorize Issuing advertisement for IFB #24IFB39 CR 404 Pavement Rehabilitation for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for CR 404 Pavement Rehabilitation, under IFB #24IFB39. The funding source is P646

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling/excavating, stabilizing, sealing, high modulus asphalt concrete (HMAC) paving crew and equipment to rehabilitate CR 404 from FM 3349 to Samsung Hwy. The estimated budget is $1,585,677.50. The funding source is P646 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 05:17 PM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:25 AM
Form Started By: Johnny Grimaldo		Started On: 02/26/2024 10:58 PM
Final Approval Date: 02/29/2024		

Commissioners Court - Regular Session **25.**

Meeting Date: 03/05/2024

Authorize Issuing advertisement for IFB #24IFB40 County Road Seal Coat FY 24 Improvements for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for County Road Seal Coat FY 24 Improvements, under IFB #24IFB40.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced sealing, and striping crews and equipment for County Road Seal Coat FY 24. The estimated budget is $1,844,592.00. The Funding Source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 05:30 PM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:25 AM
Form Started By: Johnny Grimaldo		Started On: 02/26/2024 10:59 PM
Final Approval Date: 02/29/2024		

Commissioners Court - Regular Session **26.**

Meeting Date: 03/05/2024

SWCA 2574 WA2 SA4 CR 255 Environmental Svcs

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 2 under Williamson County Contract between SWCA, Inc. and Williamson County dated February 25, 2020 for CR 255 Environmental Services. This supplemental is to increase the maximum amount payable to $62,138.89. Funding source: P546.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 2574 WA2 SA4 CR 255 Environmental Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/26/2024 08:32 AM
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:10 PM
Form Started By: Vicky Edwards		Started On: 02/22/2024 08:24 AM
Final Approval Date: 02/28/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
County Road 255 – Environmental Services

This Supplemental Work Authorization No. 4 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services, being dated February 25, 2020 ("Contract"), and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (the "County"), and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective June 22, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes, and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Services to be Provided by the Firm that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed, and modified as shown in the attached revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on December 31, 2024. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

III. The maximum amount payable for services under the Work Authorization is hereby increased from $42,321.63 to $62,138.89, reflecting an increase of $19,817.26. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Matthew McMillan	_____
Printed Name	Printed Name
Natural Resources Director – Austin	_____
Title	Title
February 23, 2024	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by the Firm

Attachment C – Work Schedule

Attachment D - Fee Schedule

ATTACHMENT B
Services to be Provided by the Firm

WORK AUTHORIZATION NO. 2 SUPPLEMENTAL #4
PROJECT: County Road 255 Environmental Services

The original scope assumed that agency-level coordination would not be required. However, the County requested the Firm submit a pre-application meeting to the U.S. Army Corps of Engineers (USACE) to confirm that a pre-construction notification (PCN) is not required for proposed work within drainages and wetlands intersecting the project area. The Firm led a virtual meeting with USACE to determine the best path forward with regards to Clean Water Act 404 permitting in light of recent regulatory and legal changes to the interpretation of potentially jurisdictional waterways. Additionally, the Firm has had ongoing conversations with the USACE regarding preferred mitigation options. The USACE indicated that potential impacts to a wetland within the project area triggers the need to submit a PCN for review and approval prior to construction.

As such, the Firm will prepare a Nationwide Permit (NWP) 14 PCN package for the County's review and subsequent submittal to the USACE to request authorization for the project. The PCN will include a description of aquatic resources that would be impacted; provide an assessment of permanent and temporary adverse effects the project would have on the aquatic environment; and provide a brief discussion and documentation whether any species listed as threatened or endangered under the Endangered Species Act might be affected by, or found in the vicinity of, the project.

The Firm understands that the project footprint has changed slightly since field surveys delineating potential "waters of the United States" (WOTUS) were completed and that the upstream extent of two drainages need additional survey time. Additionally, a residential development has performed significant modifications to the drainage along the west side of the project area. The Firm plans to map these changes and determine whether those changes may impact the jurisdictional status of the drainage leaving that facility and into the project area. The Firm will also update the existing jurisdictional delineation report that maps the current WOTUS extent within the project area.

As previously stated, the original scope did not anticipate USACE involvement, and the current cultural resources report was written to satisfy requirements for the Texas Historical Commission. However, the USACE has slightly different criteria for reports attached to a PCN; therefore, the existing report will be updated to satisfy requirements of both agencies.

Assumptions

- This scope of services includes no in-person meetings or site visits with the USACE.
- The Firm anticipates sending a single WOTUS expert to the project area for one 10-hour day to update previous drainage mapping efforts.
- Completion of the field investigation is dependent upon weather and site conditions. If additional mobilizations are needed, a change order may be necessary.
- No additional cultural resources field investigation will be required.
- No agency coordination with agencies other than the USACE and the Texas Historical Commission will be required.
- No species-specific presence/absence surveys will be required.
- No Approved Jurisdictional Determination is required.
- No aquatic resources functional assessment, restoration design, mitigation, and/or post-construction inspection will be required.
- The USACE indicated that no wetland or stream mitigation is required for project-related impacts.

ATTACHMENT C

Work Schedule

WORK AUTHORIZATION NO. 02
PROJECT: County Road 255 Environmental Services

All work is expected to be completed and the report(s) finalized by December 31, 2024. Schedule of anticipated milestones and deliverables is below.

Milestone Description	Start	No. Days	February	March	April	May	June	July
PCN Document Writing	2/27/2024	30						
Updates to cultural resources report	2/27/2024	14						
Review of updated cultural resources report by HNTB	2/27/2024	5						
Resubmittal of cultural resources report to Texas Historical Commission	3/12/2024	7						
Re-mapping of streams using updated project area	3/6/2024	1						
Review of updated aquatic resources delineation by HNTB - Draft	3/29/2024	7						
Review of updated aquatic resources delineation by HNTB - Final	4/5/2024	14						
Review of PCN by HNTB - Draft	3/29/2024	7						
Review of PCN by HNTB - Final	4/5/2024	14						
PCN Submittal to USACE	4/19/2024	1						
District Engineer determines whether PCN is complete	4/19/2024	30						
PCN update per USACE request (if needed)	5/20/2024	7						
PCN review period	5/27/2024	45						
USACE Approval	7/11/2024	1						

ATTACHMENT D
Fee Schedule

WORK AUTHORIZATION NO. 2 SUPPLEMENTAL #4
PROJECT: County Road 255 Environmental Services

Estimated Cost Breakdown

The Firm proposes to conduct the services described in Attachment B on a time and materials basis in accordance with SWCA's 2021 Adjusted Rate Schedule. The Firm anticipates that notice to proceed will occur on February 27, 2024, and that the U.S. Army Corps of Engineers approval could occur 3 – 6 months later. Therefore, the Firm anticipates agency approval sometime between May 27 – August 24, 2024.

Project Role	Rate	Phase 02 - Aquatic Resources Delineation - Supplemental		Phase 03 - Cultural Resources Assessment - Supplemental		Phase 05 - Pre-construction Notification - New		Total Hours	Total Charge
		Hours	Charge	Hours	Charge	Hours	Charge		
Specialist I	$68.10	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Specialist II	$80.30	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Specialist III	$90.46	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Specialist IV	$100.62	0.5	$50.31	0	$0.00	0	$0.00	0.5	$50.31
Specialist V	$110.79	0	$0.00	10	$1,107.90	10	$1,107.90	20	$2,215.80
Specialist VI	$120.95	3	$362.85	0	$0.00	8	$967.60	11	$1,330.45
Specialist VII	$133.15	14	$1,864.10	8	$1,065.20	9	$1,198.35	31	$4,127.65
Specialist VIII	$144.33	17	$2,453.61	0	$0.00	9	$1,298.97	26	$3,752.58
Specialist IX	$155.51	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Specialist X	$173.80	0	$0.00	0	$0.00	45	$7,821.00	45	$7,821.00
Specialist XI	$190.07	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Specialist XII	$208.36	0	$0.00	0	$0.00	2	$416.72	2	$416.72
Subject Matter Expert	$213.44	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Total Labor								**135.5**	**$19,714.51**
Expense	Per Unit Cost	Units	Charge	Units	Charge	Units	Charge	Total Units	Total Charge
GPS Unit	70	1	$70.00						$70.00
Mileage	$0.66	50	$32.75						$32.75
Total Expenses									**$102.75**
Total Cost									**$19,817.26**

Commissioners Court - Regular Session **27.**

Meeting Date: 03/05/2024

Procedures and Duties Magistrates Office

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation on the Procedures and Duties of the Magistrate's Office and Associate Judges.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	02/29/2024 08:35 AM
Form Started By: Becky Pruitt		Started On: 02/20/2024 12:39 PM
Final Approval Date: 02/29/2024		

MAGISTRATE'S OFFICE

AND

ASSOCIATE JUDGES' DUTIES

Kristen Jernigan

Senior Associate Judge and Magistrate



HOURS

COVERAGE 24 HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR

AVERAGE OF 52 HOURS PER WEEK PER AJ (BUT OFTEN EXCEEDS THAT)

12-HOUR SHIFTS







MAGISTRATION

- 8:00 AM - 5:00 PM (or until all arrestees are seen)
- SEVEN DAYS A WEEK
- All Defendants seen by the Magistrate within 24 hours (Misdemeanors) and 48 hours (Felonies).
- BUT – The vast majority of Defendants are seen within 24 hours.
- In compliance with SB6, Article 15.17, Article 17.15, and the Sandra Bland Act

TOTAL MAGISTRATED CASES

2023

13,517

Average of 37 arrestees per day

3,379 per AJ

7.7 minutes per case

2022 – 12,661

PROJECTED 2024

At the current rate for
January and February 2024:

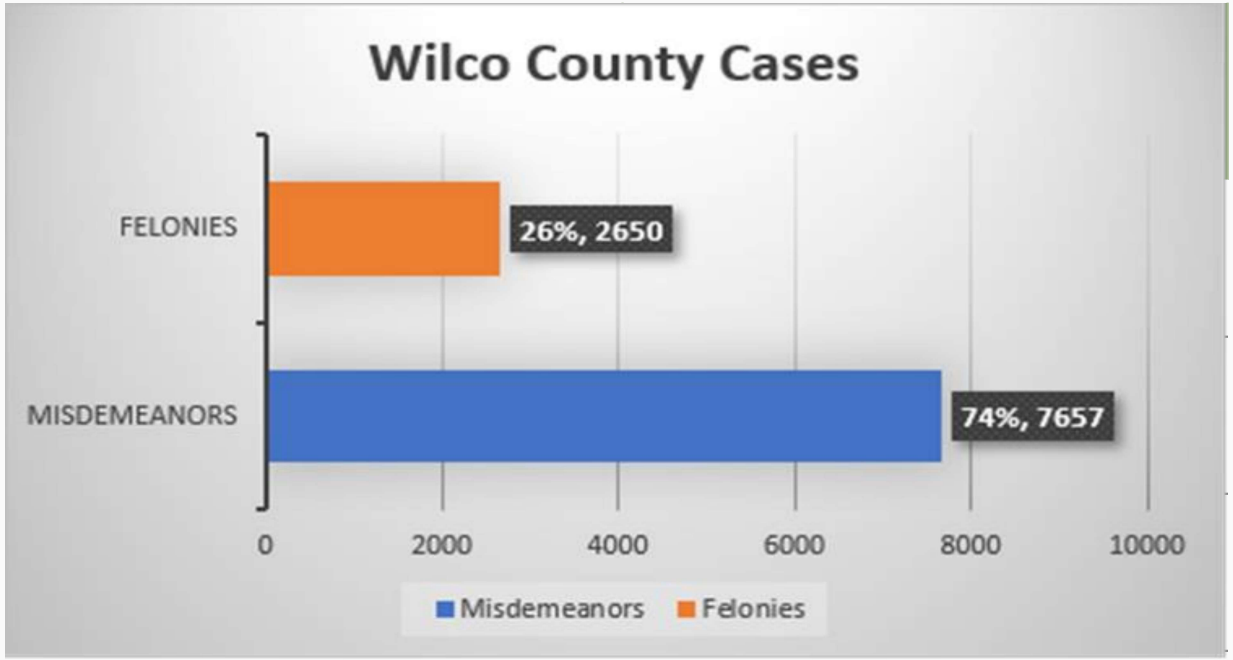
15,500

Will need to move to

12-hour Magistration this year



WILCO TOTAL: 10,307







Process

- Research in Odyssey to determine if Arrestee has pending cases in Williamson County and, if so, notify the Judge whose Court it is pending in and include PC Affidavit or Arrest Warrant for new charge.
- Review Financial Screening Information
- Review Probable Cause Affidavit or Arrest Warrant
- Review Medical Intake and Mental Health Questionnaire and determine if 16.22 is necessary
- Review Criminal History
- Determine if EPO is appropriate/required
- Set bond amount and bond conditions
- Handle any Bond Increase Orders and Warrants as requested by Elected Judge
- Enter bond amount, bond conditions, time & date Magistration occurred in PSRS

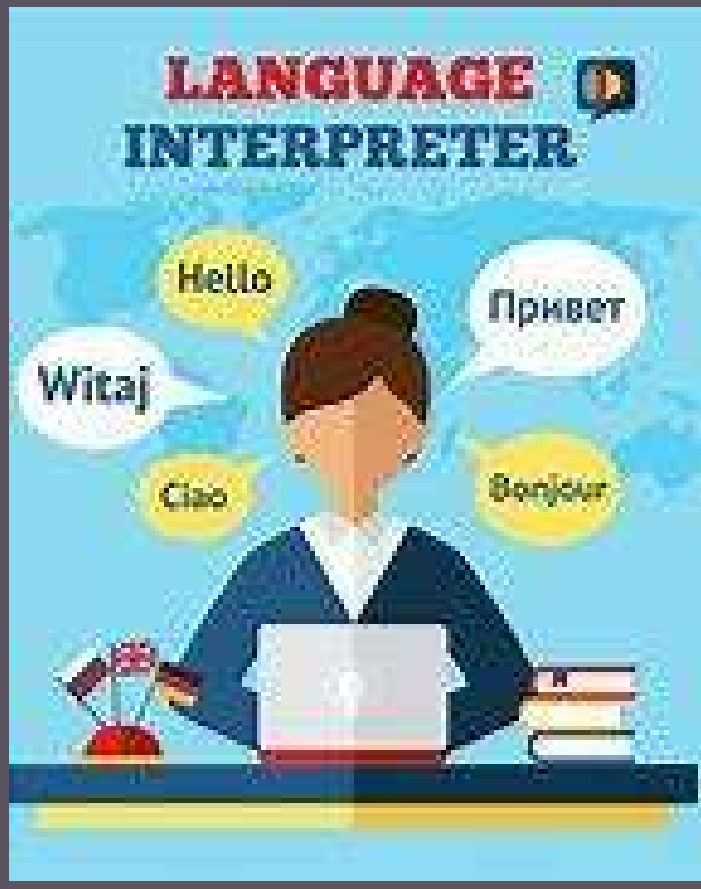
Art. 15.17 Hearing



- Identify Arrestee
- Read them their rights
- Let them know the charge and bond amount
- Ask if they want to apply for a Court-Appointed Attorney
- Review Bond Conditions
- Answer any questions they have

NON-ENGLISH SPEAKERS

- Use language line to translate
- Advise them of their right to request Consular Notification
- Complete Consular Notification paperwork if notification is requested
- Bond Conditions have been translated into Spanish
- We have also had Russian, Mandarin, Cantonese, Nepalese, Telegu, Albanian, ASL, and other speakers



24/48 HR. Compliance



- Multiple checks during the day on our Magistrate List Report
- “Holdover” email between all 4 AJs every day to inform the Magistrate on duty the next day of any pending cases which includes time of arrest, type of charge, and any special issues

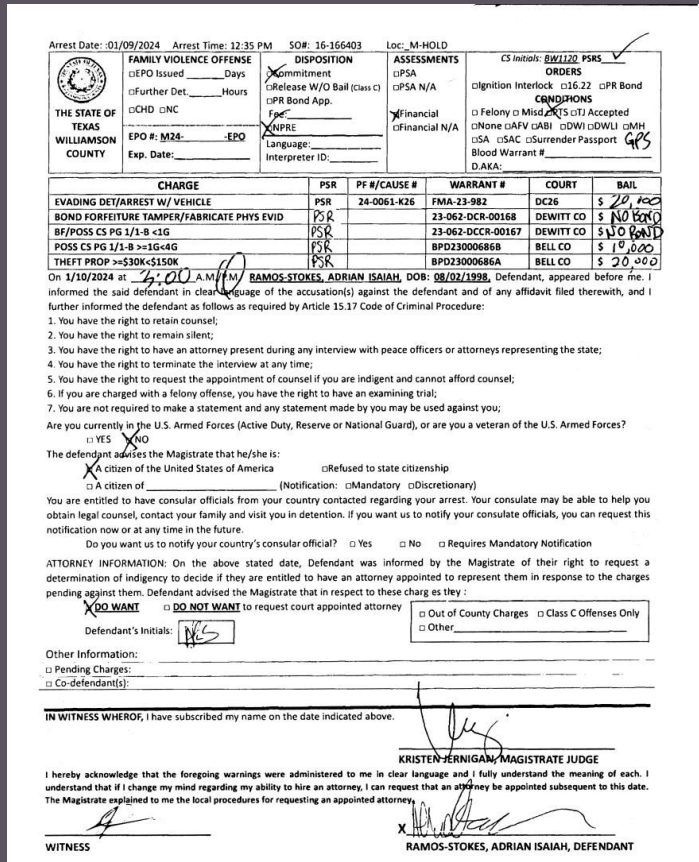
MAG PACKET

Documents compliance with CCP 17.15, SB6

Documents authority for custody of arrestee

Provides a checklist for all Agencies & Departments

New: includes Capias Warrants for No Bond cases & PC affidavits for out of county warrants



Arrest Date: :01/09/2024 Arrest Time: 12:35 PM SO#: 16-166403 Loc: M-HOLD

THE STATE OF TEXAS WILLIAMSON COUNTY	FAMILY VIOLENCE OFFENSE	DISPOSITION	ASSESSMENTS	CS Initials: BW1120 PSRS ✓ ORDERS
	□EPO Issued _____Days □Further Det._____Hours □CHD □NC EPO #: M24-_____-EPO Exp. Date:_____	X Commitment □Release W/O Bail (Class C) □PR Bond App. For:_____ X NPRE Language:_____ Interpreter ID:_____	□PSA □PSA N/A X Financial □Financial N/A	□Ignition Interlock □16.22 □PR Bond CONDITIONS □ Felony □ Misd X TS □TJ Accepted □None □AFV □ABI □DWI □DWLI □MH □SA □SAC □Surrender Passport GPS Blood Warrant #_____ D.AKA:_____

CHARGE	PSR	PF #/CAUSE #	WARRANT #	COURT	BAIL
EVADING DET/ARREST W/ VEHICLE	PSR	24-0061-K26	FMA-23-982	DC26	$ 20,000
BOND FORFEITURE TAMPER/FABRICATE PHYS EVID	PSR		23-062-DCR-00168	DEWITT CO	$ NO BOND
BF/POSS CS PG 1/1-B <1G	PSR		23-062-DCCR-00167	DEWITT CO	$ NO BOND
POSS CS PG 1/1-B >=1G<4G	PSR		BPD23000686B	BELL CO	$ 10,000
THEFT PROP >=$30K<$150K	PSR		BPD23000686A	BELL CO	$ 20,000

On 1/10/2024 at 3:00 A.M./P.M. **RAMOS-STOKES, ADRIAN ISAIAH**, DOB: 08/02/1998, Defendant, appeared before me. I informed the said defendant in clear language of the accusation(s) against the defendant and of any affidavit filed therewith, and I further informed the defendant as follows as required by Article 15.17 Code of Criminal Procedure:

1. You have the right to retain counsel;
2. You have the right to remain silent;
3. You have the right to have an attorney present during any interview with peace officers or attorneys representing the state;
4. You have the right to terminate the interview at any time;
5. You have the right to request the appointment of counsel if you are indigent and cannot afford counsel;
6. If you are charged with a felony offense, you have the right to have an examining trial;
7. You are not required to make a statement and any statement made by you may be used against you;

Are you currently in the U.S. Armed Forces (Active Duty, Reserve or National Guard), or are you a veteran of the U.S. Armed Forces?
□ YES X NO

The defendant advises the Magistrate that he/she is:
X A citizen of the United States of America □Refused to state citizenship
□ A citizen of _____ (Notification: □Mandatory □Discretionary)

You are entitled to have consular officials from your country contacted regarding your arrest. Your consulate may be able to help you obtain legal counsel, contact your family and visit you in detention. If you want us to notify your consulate officials, you can request this notification now or at any time in the future.
Do you want us to notify your country's consular official? □ Yes □ No □ Requires Mandatory Notification

ATTORNEY INFORMATION: On the above stated date, Defendant was informed by the Magistrate of their right to request a determination of indigency to decide if they are entitled to have an attorney appointed to represent them in response to the charges pending against them. Defendant advised the Magistrate that in respect to these charg es they :

X **DO WANT** □ **DO NOT WANT** to request court appointed attorney

Defendant's Initials: [illegible]

□ Out of County Charges □ Class C Offenses Only
□ Other_____

Other Information:
□ Pending Charges:
□ Co-defendant(s):

IN WITNESS WHEROF, I have subscribed my name on the date indicated above.

KRISTEN JERNIGAN, MAGISTRATE JUDGE

I hereby acknowledge that the foregoing warnings were administered to me in clear language and I fully understand the meaning of each. I understand that if I change my mind regarding my ability to hire an attorney, I can request that an attorney be appointed subsequent to this date. The Magistrate explained to me the local procedures for requesting an appointed attorney.

WITNESS

X [illegible]
RAMOS-STOKES, ADRIAN ISAIAH, DEFENDANT

Magistrate Clerks

Also work 7 days a week & holidays

Each Clerk has received training on:

- The Judicial Canons
- SB6
- Sandra Bland Act
- TCCP Bail statutes

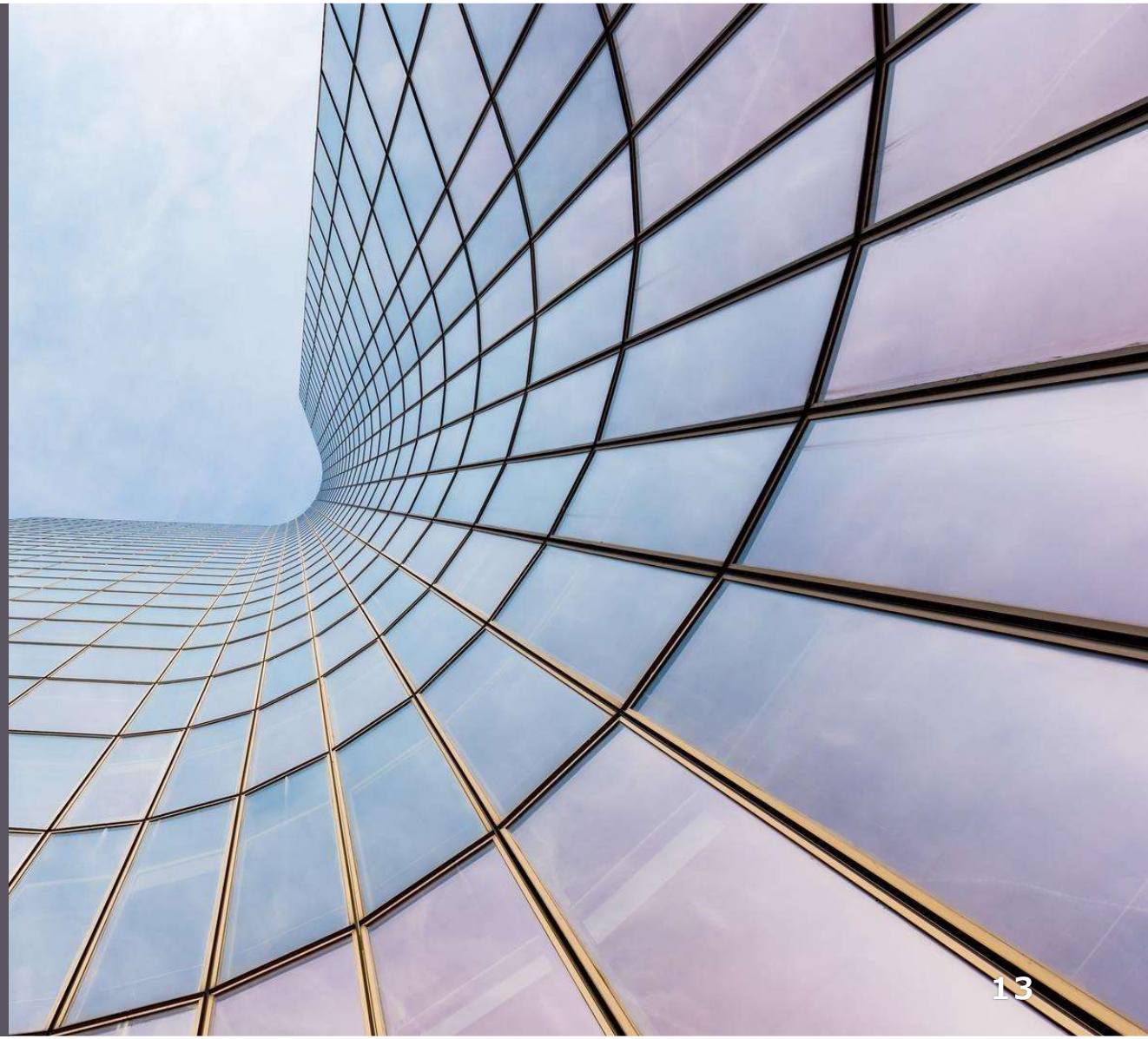


ASSOCIATE JUDGE IN THE COURTHOUSE

M-F 8:00 AM – 5:00 PM

(512) 943-1977

Associatejudges@wilco.org





AJ Jernigan

Back-up Judge for TJ Docket & Mental Health Docket



AJ Spainhour

Back-up Judge for DWI Court

Judge

EPO Modifications



AJ McWilliams

Judge & Trainer

Cite & Release

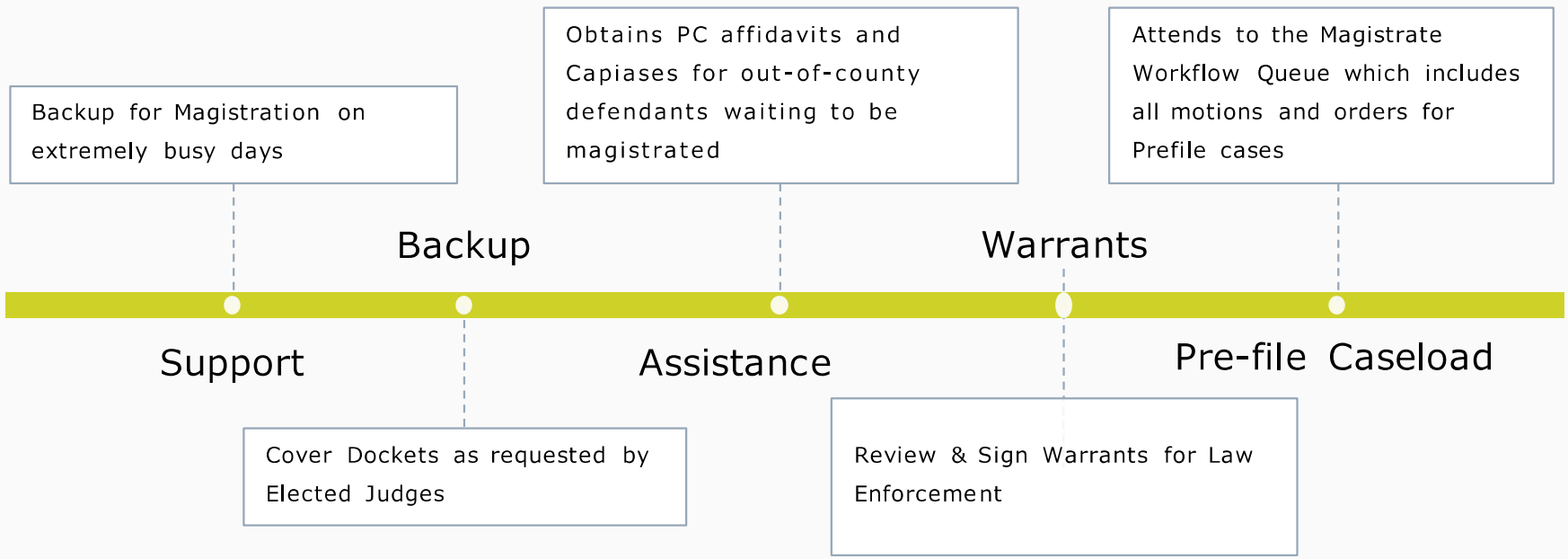
Back-up Judge for Juvenile



AJ Odiorne

Back-up Judge for Juvenile

Team



Courthouse AJ Office Duties

WARRANTS

ON CALL 24 HRS./DAY, 7 DAYS/WEEK

2022

BLOOD WARRANTS: 199

ARREST WARRANTS: 928







WARRANTS

2023

BLOOD WARRANTS: 529

(increase of 330)

ARREST WARRANTS: 1,157

(increase of 229)

PROJECTED 2024

At the current rate for
January and February 2024:

Arrest Warrants: 1,300

(increase of 150)

Blood Warrants: 730

(increase of 200)



EMERGENCY PROTECTIVE ORDER MODIFICATION HEARINGS



881 EPOs issued in 2023

- ASSOCIATE JUDGE CONDUCTS EPO MODIFICATION HEARINGS ON MISDEMEANORS
- EVERY WEDNESDAY AT 1:30

DEPARTMENT OUTREACH

County Attorney
District Attorney – Intake Chief
Jonathan Lemuel – LMHA
Sheriff
Brad Weems – County Clerk
IT

JAIL

- Coordinated with the Jail to refine processes to ensure that Arrestees are timely booked into the jail & that Magistration paperwork is received promptly.
- Senior AJ runs a custom report twice a week to determine whether any defendant is entitled to a bond reduction or personal bond if they have been incarcerated more than 5 days (Class C), 15 days (Class B), 30 days (Class A) pursuant to Art. 17.151.



TRAINING & COORDINATION

MENTAL HEALTH

- All four AJs have received training from Jonathan Lemuel, LMHA
- All four AJs have toured the Diversion Center and Respite
- Senior AJ has met with Jonathan on multiple occasions to establish immediate communication at the jail and to determine Diversion options in an efficient manner

JAIL RESOURCE

- What medications to look out for in the medical intake paperwork to suggest Serious Mental Health Diagnoses
- What behaviors to identify during the Magistration Process for 16.22 purposes.
- Tips for communicating with arrestees with mental health disorder







UPDATED AND STREAMLINED PROCESSES

- EXPECTATIONS OF MAGISTRATION AND ASSOCIATE JUDGES IN WRITING
- MUCH BETTER ACCESS FOR OFFICERS
- MOVED TO 12-HOUR SHIFTS
- TRAINING FOR AGENCIES ON CITE & RELEASE
- COPY OF WARRANT AND PC AFFIDAVIT REQUIRED FOR ANY “TO BE SET BY MAGISTRATE” CASES
- COPY OF WARRANT FOR ALL “NO BOND” CASES AND ALL OUT OF COUNTY CASES
- FOCUS ON THOSE WITH MENTAL HEALTH CONCERNS

GOALS

Magistration

- Attorney Appointment at Magistration
- PSA (Risk Assessment)
- In person attorney representation

Associate Judges

- Continue to coordinate with other departments to implement efficient practices
- Cloud Gavel

THANK YOU FOR LISTENING!

Commissioners Court - Regular Session **28.**

Meeting Date: 03/05/2024

StormReady Community Recognition by National Weather Service

Submitted By: Shantelle Brannon, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing Williamson County OEM's StormReady certification. Williamson County Office of Emergency Management would like to be recognized for being a StormReady Community presented by the National Weather Service.

Background

StormReady program strengthens local safety programs and helps the Williamson County community with the communication and safety skills needed to save lives and property – before, during and after the event.

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	02/08/2024 09:20 AM
Form Started By: Shantelle Brannon		Started On: 02/07/2024 01:24 PM
Final Approval Date: 02/08/2024		

Commissioners Court - Regular Session **29.**

Meeting Date: 03/05/2024

Border Resolution

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 a resolution regarding border security.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 01:10 PM
Form Started By: Rachel Rull		Started On: 02/29/2024 11:29 AM
Final Approval Date: 02/29/2024		

Resolution Supporting Secure Borders for the USA and Governor Greg Abbott's Leadership

Whereas, the United States of America has the constitutional responsibility to protect its citizens, sovereignty, and national interests as referenced in Article IV, Section 4 of the *United States Constitution* which states, “The United States shall guarantee to every State in this Union a Republican Form of Government, and shall protect each of them against invasion”; and

Whereas, secure borders are essential for safeguarding against illegal immigration, human trafficking, drug smuggling, and other threats to national security; and

Whereas, the integrity of the immigration system is crucial for preserving the rule of law and ensuring fairness for those who seek to enter the country through legal means; and

Whereas, border security measures are vital for preventing the entry of individuals who may pose a danger to public safety or national security; and

Whereas, a well-regulated immigration system, including secure borders, strengthens the nation's ability to control the flow of goods and people across its borders, thereby contributing to economic stability and prosperity; and

Whereas, Governor Greg Abbott of Texas has demonstrated unwavering commitment and leadership in prioritizing border security and protecting the citizens of Texas from the challenges posed by illegal immigration and criminal activities as authorized by Article IV, Section 7 of the *Texas Constitution* which provides the Governor of Texas legal authority as “Commander-in-Chief of the military forces of the State” … and… “He shall have power to call forth the militia to execute the laws of the State, to suppress insurrections, and to repel invasions;” and

Whereas, Williamson County commends Governor Greg Abbott for his dedication to securing the Texas border and for his proactive efforts to address the complex issues associated with illegal immigration and border security; and

Whereas, Williamson County endorses policies and initiatives aimed at enhancing border security and pledges our support for Governor Abbott's leadership in implementing these measures in the state of Texas; now

Be it resolved, that we, the Commissioners Court of Williamson County, affirm our support for the implementation and maintenance of secure borders for the United States of America, and that we advocate for the allocation of federal resources necessary to effectively monitor and control the nation's borders, in alignment with Governor Abbott's vision and initiatives; and that we call upon the federal government to work collaboratively with Governor Abbott and his administration to advance solutions that promote secure borders, protect our communities, and uphold the principles of law and order.

_____

Bill Gravell Jr.
Williamson County Judge

Commissioners Court - Regular Session **30.**

Meeting Date: 03/05/2024

3/5/2024

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Williamson County Wellness Updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

3/5/2024 Wellness Updates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:27 AM
Form Started By: Shelley Loughrey		Started On: 02/28/2024 05:25 PM
Final Approval Date: 02/29/2024		

WELLNESS UPDATE

03/05/2024

WILCO ONE
one body one mind one you one place

March is National Nutrition Month

- Virgin Pulse has several nutrition options including Journeys, a Nutrition Guide section, and short videos showing recipes and healthy eating information
- Real Appeal is available to all Wilco Medical Plans at no cost
- Check out our article on Wilco SharePoint page for more resources

- FSA Accounts Run Out Period: Expenses must be remitted online in your myuhc.com account before 3/31/2024
- Expenses must have been incurred between 1/1/2023 - 12/31/23

~ WELLNESS ACTIONS/POINTS ~ 272 DAYS REMAINING!



- Must show as complete in the Virgin Pulse system by end of day 12/01/24
- Schedule appointments now!
- Points awarded for actions and activities on the platform
- No items will be accepted after the deadline
- No items accepted outside of the system
- NO EXCEPTIONS WILL BE MADE

Commissioners Court - Regular Session **31.**

Meeting Date: 03/05/2024

Vehicle Hail Damage

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding repairs to County vehicles damaged during the September 24, 2023 hail storm.

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	02/29/2024 01:10 PM
Form Started By: Shannon Francis		Started On: 02/29/2024 11:25 AM
Final Approval Date: 02/29/2024		

Commissioners Court - Regular Session **32.**

Meeting Date: 03/05/2024

OCA Business Court

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on entering an agreement with the OCA for a Business Court in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Code Judicial Branch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	02/29/2024 01:07 PM
Form Started By: Becky Pruitt		Started On: 02/28/2024 04:27 PM
Final Approval Date: 02/29/2024		

GOVERNMENT CODE

TITLE 2. JUDICIAL BRANCH

SUBTITLE A. COURTS

CHAPTER 25A. BUSINESS COURT

Sec. 25A.001. DEFINITIONS. In this chapter:

(1) "Controlling person" means a person who directly or indirectly controls a governing person, officer, or organization.

(2) "Derivative proceeding" means a civil action brought in the right of a domestic or foreign corporation, a domestic or foreign limited liability company, or a domestic or foreign limited partnership, to the extent provided by the Business Organizations Code.

(3) "Governing documents" means the instruments, documents, or agreements adopted under an organization's governing law to govern the organization's formation and internal affairs. The term includes:

(A) a certificate of formation, articles of incorporation, and articles of organization;

(B) bylaws;

(C) a partnership agreement;

(D) a company agreement or operating agreement;

(E) a shareholder agreement;

(F) a voting agreement or voting trust agreement; and

(G) an agreement among owners restricting the transfer of ownership interests.

(4) "Governing law" means the law governing the formation and internal affairs of an organization.

(5) "Governing person" means a person who is entitled, alone or as part of a group, to manage and direct an organization's affairs under the organization's governing documents and governing law. The term includes:

(A) a member of the board of directors of a corporation or other organization;

(B) a general partner of a general or limited partnership;

(C) a manager of a limited liability company that is managed by its managers;

(D) a member of a limited liability company that is managed by its members;

(E) a trust manager of a real estate investment trust; and

(F) a trustee of a business trust.

(6) "Governmental entity" means:

(A) this state; or

(B) a political subdivision of this state, including a municipality, a county, or any kind of district.

(7) "Internal affairs" means:

(A) the rights, powers, and duties of an organization's governing persons, officers, owners, and members; and

(B) matters relating to the organization's membership or ownership interests.

(8) "Managerial official" means a governing person or officer.

(9) "Officer" means a person elected, appointed, or designated as an officer of an organization by the organization's governing persons or governing documents.

(10) "Organization" means a foreign or domestic entity or association, regardless of whether the organization is for profit or nonprofit. The term includes:

(A) a corporation;

(B) a limited partnership;

(C) a general partnership;

(D) a limited liability partnership;

(E) a limited liability company;

(F) a business trust;

(G) a real estate investment trust;

(H) a joint venture;

(I) a joint stock company;

(J) a cooperative;

(K) a bank;

(L) a credit union;

(M) a savings and loan association;

(N) an insurance company; and

(O) a series of a limited liability company or of another entity.

(11) "Owner" means an owner of an organization. The term includes:

(A) a shareholder or stockholder of a corporation or other organization;

(B) a general or limited partner of a partnership or an assignee of a partnership interest in a partnership;

(C) a member of, or an assignee of a membership interest in, a limited liability company; and

(D) a member of a nonprofit organization.

(12) "Ownership interest" means an owner's interest in an organization, including an owner's economic, voting, and management rights.

(13) "Publicly traded company" means an entity whose voting equity securities are listed on a national securities exchange registered with the United States Securities and Exchange Commission under Section 6, Securities Exchange Act of 1934 (15 U.S.C. Section 78f) and any entity that is majority owned or controlled by such an entity.

(14) "Qualified transaction" means a transaction, other than a transaction involving a loan or an advance of money or credit by a bank, credit union, or savings and loan institution, under which a party:

(A) pays or receives, or is obligated to pay or is entitled to receive, consideration with an aggregate value of at least $10 million; or

(B) lends, advances, borrows, receives, is obligated to lend or advance, or is entitled to borrow or receive money or credit with an aggregate value of at least $10 million.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.002. CREATION. The business court is a statutory court created under Section 1, Article V, Texas Constitution.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

For expiration of Subsections (d), (g), (h), (i), (k), (l), and (n), see Subsection (n).

Sec. 25A.003. BUSINESS COURT JUDICIAL DISTRICT; DIVISIONS. (a) The judicial district of the business court is composed of all counties in this state.

(b) The business court is composed of divisions as provided by this section.

(c) The First Business Court Division is composed of the counties composing the First Administrative Judicial Region under Section 74.042(b).

(d) The Second Business Court Division is composed of the counties composing the Second Administrative Judicial Region under Section 74.042(c), subject to funding through legislative appropriations. The division is abolished September 1, 2026, unless reauthorized by the legislature and funded through additional legislative appropriations.

(e) The Third Business Court Division is composed of the counties composing the Third Administrative Judicial Region under Section 74.042(d).

(f) The Fourth Business Court Division is composed of the counties composing the Fourth Administrative Judicial Region under Section 74.042(e).

(g) The Fifth Business Court Division is composed of the counties composing the Fifth Administrative Judicial Region under Section 74.042(f), subject to funding through legislative appropriations. The division is abolished on September 1, 2026, unless reauthorized by the legislature and funded through additional legislative appropriations.

(h) The Sixth Business Court Division is composed of the counties composing the Sixth Administrative Judicial Region under Section 74.042(g), subject to funding through legislative appropriations. The division is abolished on September 1, 2026, unless reauthorized by the legislature and funded through additional legislative appropriations.

(i) The Seventh Business Court Division is composed of the counties composing the Seventh Administrative Judicial Region under Section 74.042(h), subject to funding through legislative appropriations. The division is abolished on September 1, 2026, unless reauthorized by the legislature and funded through additional legislative appropriations.

(j) The Eighth Business Court Division is composed of the counties composing the Eighth Administrative Judicial Region under Section 74.042(i).

(k) The Ninth Business Court Division is composed of the counties composing the Ninth Administrative Judicial Region under Section 74.042(j), subject to funding through legislative appropriations. The division is abolished on September 1, 2026, unless reauthorized by the legislature and funded through additional legislative appropriations.

(l) The Tenth Business Court Division is composed of the counties composing the Tenth Administrative Judicial Region under Section 74.042(k), subject to funding through legislative appropriations. The division is abolished on September 1, 2026, unless reauthorized by the legislature and funded through additional legislative appropriations.

(m) The Eleventh Business Court Division is composed of the counties composing the Eleventh Administrative Judicial Region under Section 74.042(l).

(n) This subsection and Subsections (d), (g), (h), (i), (k), and (l) expire September 1, 2026.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.004. JURISDICTION AND POWERS. (a) Subject to Subsections (b), (c), (d), (e), and (f), the business court has the powers provided to district courts by Chapter 24, including the power to:

(1) issue writs of injunction, mandamus, sequestration, attachment, garnishment, and supersedeas; and

(2) grant any relief that may be granted by a district court.

(b) Subject to Subsection (c), the business court has civil jurisdiction concurrent with district courts in the following actions in which the amount in controversy exceeds $5 million, excluding interest, statutory damages, exemplary damages, penalties, attorney's fees, and court costs:

(1) a derivative proceeding;

(2) an action regarding the governance, governing documents, or internal affairs of an organization;

(3) an action in which a claim under a state or federal securities or trade regulation law is asserted against:

(A) an organization;

(B) a controlling person or managerial official of an organization for an act or omission by the organization or by the person in the person's capacity as a controlling person or managerial official;

(C) an underwriter of securities issued by the organization; or

(D) the auditor of an organization;

(4) an action by an organization, or an owner of an organization, if the action:

(A) is brought against an owner, controlling person, or managerial official of the organization; and

(B) alleges an act or omission by the person in the person's capacity as an owner, controlling person, or managerial official of the organization;

(5) an action alleging that an owner, controlling person, or managerial official breached a duty owed to an organization or an owner of an organization by reason of the person's status as an owner, controlling person, or managerial official, including the breach of a duty of loyalty or good faith;

(6) an action seeking to hold an owner or governing person of an organization liable for an obligation of the organization, other than on account of a written contract signed by the person to be held liable in a capacity other than as an owner or governing person; and

(7) an action arising out of the Business Organizations Code.

(c) The business court has civil jurisdiction concurrent with district courts in an action described by Subsection (b) regardless of the amount in controversy if a party to the action is a publicly traded company.

(d) The business court has civil jurisdiction concurrent with district courts in the following actions in which the amount in controversy exceeds $10 million, excluding interest, statutory damages, exemplary damages, penalties, attorney's fees, and court costs:

(1) an action arising out of a qualified transaction;

(2) an action that arises out of a contract or commercial transaction in which the parties to the contract or transaction agreed in the contract or a subsequent agreement that the business court has jurisdiction of the action, except an action that arises out of an insurance contract; and

(3) subject to Subsection (g), an action that arises out of a violation of the Finance Code or Business & Commerce Code by an organization or an officer or governing person acting on

behalf of an organization other than a bank, credit union, or savings and loan association.

(e) The business court has civil jurisdiction concurrent with district courts in an action seeking injunctive relief or a declaratory judgment under Chapter 37, Civil Practice and Remedies Code, involving a dispute based on a claim within the court's jurisdiction under Subsection (b), (c), or (d).

(f) Except as provided by Subsection (h), the business court has supplemental jurisdiction over any other claim related to a case or controversy within the court's jurisdiction that forms part of the same case or controversy. A claim within the business court's supplemental jurisdiction may proceed in the business court only on the agreement of all parties to the claim and a judge of the division of the court before which the action is pending. If the parties involved in a claim within the business court's supplemental jurisdiction do not agree on the claim proceeding in the business court, the claim may proceed in a court of original jurisdiction concurrently with any related claims proceeding in the business court.

(g) Unless the claim falls within the business court's supplemental jurisdiction, the business court does not have jurisdiction of:

(1) a civil action:

(A) brought by or against a governmental entity; or

(B) to foreclose on a lien on real or personal property;

(2) a claim arising out of:

(A) Subchapter E, Chapter 15, and Chapter 17, Business & Commerce Code;

(B) the Estates Code;

(C) the Family Code;

(D) the Insurance Code; or

(E) Chapter 53 and Title 9, Property Code;

(3) a claim arising out of the production or sale of a farm product, as that term is defined by Section 9.102, Business & Commerce Code;

(4) a claim related to a consumer transaction, as that term is defined by Section 601.001, Business & Commerce Code, to which a consumer in this state is a party, arising out of a violation of federal or state law; or

(5) a claim related to the duties and obligations under an insurance policy.

(h) The business court does not have jurisdiction of the following claims regardless of whether the claim is otherwise within the court's supplemental jurisdiction under Subsection (f):

(1) a claim arising under Chapter 74, Civil Practice and Remedies Code;

(2) a claim in which a party seeks recovery of monetary damages for bodily injury or death; or

(3) a claim of legal malpractice.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.005. JUDICIAL AUTHORITY. A business court judge has all powers, duties, immunities, and privileges of a district judge.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.006. INITIAL FILING; REMOVAL AND REMAND. (a) An action within the jurisdiction of the business court may be filed in the business court. The party filing the action must plead facts to establish venue in a county in a division of the business court, and the business court shall assign the action to that division. Venue may be established as provided by law or, if a written contract specifies a county as venue for the action, as provided by the contract.

(b) If the business court does not have jurisdiction of the action, the court shall, at the option of the party filing the action:

(1) transfer the action to a district court or county court at law in a county of proper venue; or

(2) dismiss the action without prejudice to the party's rights.

(c) If, after an action is assigned to a division of the business court, the court determines that the division's geographic territory does not include a county of proper venue for the action, the court shall:

(1) if an operating division of the court includes a county of proper venue, transfer the action to that division; or

(2) if there is not an operating division of the court that includes a county of proper venue, at the option of the party filing the action, transfer the action to a district court or

county court at law in a county of proper venue.

(d) A party to an action filed in a district court or county court at law that is within the jurisdiction of the business court may remove the action to the business court. If the business court does not have jurisdiction of the action, the business court shall remand the action to the court in which the action was originally filed.

(e) A party to an action filed in a district court or county court at law in a county of proper venue that is not within an operating division of the business court or the judge of the court in which the action is filed may not remove or transfer the action to the business court.

(f) A party may file an agreed notice of removal at any time during the pendency of the action. If all parties to the action have not agreed to remove the action, the notice of removal must be filed:

(1) not later than the 30th day after the date the party requesting removal of the action discovered, or reasonably should have discovered, facts establishing the business court's jurisdiction over the action; or

(2) if an application for temporary injunction is pending on the date the party requesting removal of the action discovered, or reasonably should have discovered, facts establishing the business court's jurisdiction over the action, not later than the 30th day after the date the application is granted, denied, or denied as a matter of law.

(g) The notice of removal must be filed with the business court and the court in which the action was originally filed. On receipt of the notice, the clerk of the court in which the action was originally filed shall immediately transfer the action to the business court in accordance with rules adopted by the supreme court, and the business court clerk shall assign the action to the appropriate division of the business court.

(h) The filing of an action or a notice of removal in the business court is subject to Section 10.001, Civil Practice and Remedies Code.

(i) Removal of a case to the business court is not subject to the statutes or rules governing the due order of pleading.

(j) Removal of a case does not waive a defect in venue or constitute an appearance to determine personal jurisdiction.

(k) The judge of a court in which an action is filed may request the presiding judge for the court's administrative region to transfer the action to the business court if the action is within the business court's jurisdiction. The judge shall notify all parties of the transfer request and request a hearing on the transfer request. After a hearing on the request, the presiding judge may transfer the action to the business court if the presiding judge finds the transfer will facilitate the fair and efficient administration of justice. The business court clerk shall assign an action transferred under this subsection to the appropriate division of the business court.

(l) The business court judge on establishment of jurisdiction and venue over an action shall by order declare the county in which any jury trial for the action will be held as determined under Section 25A.015.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.007. APPEALS. (a) Notwithstanding any other law and except as provided by Subsection (b) and in instances when the supreme court has concurrent or exclusive jurisdiction, the Fifteenth Court of Appeals has exclusive jurisdiction over an appeal from an order or judgment of the business court or an original proceeding related to an action or order of the business court.

(b) If the Fifteenth Court of Appeals is not created, an appeal from an order or judgment of the business court or an original proceeding related to an action or order of the business court shall be filed in the court of appeals with appellate jurisdiction of civil cases for the county declared in an order under Section 25A.006(l).

(c) The procedure governing an appeal or original proceeding from the business court is the same as the procedure for an appeal or original proceeding from a district court.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.008. QUALIFICATIONS OF JUDGE. (a) A business court judge must:

(1) be at least 35 years of age;

(2) be a United States citizen;

(3) have been a resident of a county within the division of the business court to which the judge is appointed for at least five years before appointment; and

(4) be a licensed attorney in this state who has 10 or more years of experience in:

(A) practicing complex civil business litigation;

(B) practicing business transaction law;

(C) serving as a judge of a court in this state with civil jurisdiction; or

(D) any combination of experience described by Paragraphs (A)-(C).

(b) A business court judge may not have had the judge's license to practice law revoked, suspended, or subject to a probated suspension.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.009. APPOINTMENT OF JUDGES; TERM; PRESIDING JUDGE; EXCHANGE OF BENCHES. (a) The governor, with the advice and consent of the senate, shall appoint:

(1) two judges to each of the First, Third, Fourth, Eighth, and Eleventh Divisions of the business court; and

(2) one judge to each of the Second, Fifth, Sixth, Seventh, Ninth, and Tenth Divisions of the business court.

(b) A business court judge shall serve for a term of two years, beginning on September 1 of every even-numbered year.

(c) A business court judge may be reappointed.

(d) Not later than the seventh day after the first day of a term, the business court judges by majority vote shall select a judge of the court to serve as administrative presiding judge for the duration of the term. If a vacancy occurs in the position of administrative presiding judge, the remaining business court judges shall select a judge of the court to serve as administrative presiding judge for the remainder of the unexpired term as soon as practicable.

(e) A business court judge shall take the constitutional oath of office required of appointed officers of this state and file the oath with the secretary of state.

(f) To promote the orderly and efficient administration of justice, the business court judges may exchange benches and sit and act for each other in any matter pending before the court.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.010. VACANCY. If a vacancy occurs in an office of a business court judge, the governor, with the advice and consent of the senate, shall appoint, in the same manner as the original appointment, another person to serve for the remainder of the unexpired term.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.011. JUDGE'S SALARY. The salary of a business court judge is the amount provided by Section 659.012 and shall be paid in equal monthly installments.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.012. REMOVAL; DISQUALIFICATION AND RECUSAL. (a) A business court judge may be removed from office in the same manner and for the same reasons as a district judge.

(b) A business court judge is disqualified and subject to mandatory recusal for the same reasons a district judge is subject to disqualification or recusal in a pending case. Disqualification or recusal of a business court judge shall be governed by the same procedure as disqualification or recusal of a district judge.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.013. PRIVATE PRACTICE OF LAW. A business court judge shall diligently discharge the duties of the office on a full-time basis and may not engage in the private practice of law.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.014. VISITING JUDGE. (a) A retired or former judge or justice who has the qualifications prescribed by Section 25A.008 may be assigned as a visiting judge of a division of the business court by the chief justice of the supreme court. A visiting judge of a division of the business court is subject to objection, disqualification, or recusal in the same manner as a retired or former judge or justice is subject to objection, disqualification, or recusal if appointed as a visiting district judge.

(b) Before accepting an assignment as a visiting judge of a division of the business court, a retired or former judge or justice shall take the constitutional oath of office required of appointed officers of this state and file the oath with the secretary of state.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.015. JURY PRACTICE AND PROCEDURE; VENUE FOR JURY TRIAL. (a) A party in an action pending in the business court has the right to a trial by jury when required by the constitution.

(b) Subject to Subsection (d), a jury trial in a case filed initially in the business court shall be held in any county in which the case could have been filed under Section 15.002, Civil Practice and Remedies Code, as chosen by the plaintiff.

(c) Subject to Subsections (b) and (d), a jury trial in a case removed to the business court shall be held in the county in which the action was originally filed.

(d) A jury trial for a case in which a written contract specifies a county as venue for suits shall be held in that county.

(e) The parties and the business court judge may agree to hold the jury trial in any other county. A party may not be required to agree to hold the jury trial in a different county.

(f) The drawing of jury panels, selection of jurors, and other jury-related practice and procedure in the business court shall be the same as for the district court in the county in which the trial is held.

(g) Practice, procedure, rules of evidence, issuance of process and writs, and all other matters pertaining to the conduct of trials, hearings, and other business in the business court are governed by the laws and rules prescribed for district courts, unless otherwise provided by this chapter.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.016. WRITTEN OPINIONS. The supreme court shall adopt rules for the issuance of written opinions by the business court.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.017. COURT LOCATION; STAFFING. (a) In this section, "remote proceeding" means a proceeding before the business court in which one or more of the participants, including a judge, party, attorney, witness, court reporter, or other individual attends the proceeding remotely through the use of technology.

(b) The administrative presiding judge of the business court shall manage administrative and personnel matters on behalf of the court. The administrative presiding judge of the business court shall appoint a clerk, whose office shall be located in Travis County in facilities provided by this state. The clerk shall:

(1) accept all filings in the business court; and

(2) fulfill the legal and administrative functions of a district clerk.

(c) Each business court judge shall maintain chambers in the county the judge selects within the geographic boundaries of the division to which the judge is appointed in facilities provided by this state. For purposes of this section, the Office of Court Administration of the Texas Judicial System may contract for the use of facilities with a county.

(d) Subject to Section 25A.015, a business court judge may hold court at any courtroom within the geographic boundaries of the division to which the judge is appointed as the court determines necessary or convenient for a particular civil action. To the extent practicable, a county using existing courtrooms and facilities shall accommodate the business court in the conduct of the court's hearings and other proceedings.

(e) The business court may conduct a proceeding other than a jury trial as a remote proceeding to facilitate the resolution of a matter before the court. The business court may not require a party or attorney to remotely attend a court proceeding in which oral testimony is heard, absent the agreement of the parties.

(f) The business court shall conduct a remote proceeding from a courtroom or the facilities provided to a business court judge by this state.

(g) The business court shall provide reasonable notice to the public that a proceeding will be conducted remotely and an opportunity for the public to observe the remote proceeding.

(h) In a county in which a division of the business court sits, the sheriff shall in person or by deputy attend the business court as required by the court. The sheriff or deputy is entitled to

reimbursement from this state for the cost of attending the business court.

(i) The business court may appoint personnel necessary for the operation of the court, including:

(1) personnel to assist the clerk of the court;

(2) staff attorneys for the court;

(3) staff attorneys for each judge of the business court;

(4) court coordinators; and

(5) administrative assistants.

(j) Subject to Subsection (k), the court officials shall perform the duties and responsibilities of their offices and are entitled to the compensation, fees, and allowances prescribed by law for the offices.

(k) All personnel, including the business court clerk, appointed under this section are employees of the Office of Court Administration of the Texas Judicial System and are state employees for all purposes, including accrual of leave time, insurance benefits, retirement benefits, and travel regulations.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.0171. ADMINISTRATIVE ATTACHMENT TO OFFICE OF COURT ADMINISTRATION; REPORT. (a) The business court is administratively attached to the Office of Court Administration of the Texas Judicial System.

(b) The Office of Court Administration of the Texas Judicial System shall provide administrative support to the business court as necessary to enable the business court to carry out its duties under this chapter.

(c) The Office of Court Administration of the Texas Judicial System may employ personnel necessary to provide administrative support to the business court under this chapter.

(d) Only the business court may exercise the duties of the business court under this chapter. Except as otherwise provided by this chapter, the Office of Court Administration of the Texas Judicial System does not have any authority or responsibility related to the duties of the business court under this chapter.

(e) Not later than December 1 of each year, the Office of Court Administration of the Texas Judicial System shall submit to the legislature a report on the number and types of cases heard by the business court in the preceding year.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.018. FEES. The supreme court shall set fees for filings and actions in the business court in amounts sufficient to cover the costs of administering this chapter, taking into account fee waivers necessary for the interest of justice.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.019. SEAL. The seal of the business court is the same as that provided by law for a district court except that the seal must contain the name "The Business Court of Texas."

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Sec. 25A.020. RULES. (a) The supreme court shall adopt rules of civil procedure as the court determines necessary, including rules providing for:

(1) the timely and efficient removal and remand of cases to and from the business court; and

(2) the assignment of cases to judges of the business court.

(b) The business court may adopt rules of practice and procedure consistent with the Texas Rules of Civil Procedure and the Texas Rules of Evidence.

Added by Acts 2023, 88th Leg., R.S., Ch. 380 (H.B. 19), Sec. 1, eff. September 1, 2023.

Commissioners Court - Regular Session **33.**

Meeting Date: 03/05/2024

ARPA Grant Funded Jury Coordinator Position

Submitted For: Lisa David **Submitted By:** Lisa David, District Clerk

Department: District Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, Consider, and take appropriate action on Funding for ARPA Grant funded position for the District Clerk's office beginning January 1, 2025.

Background

In 2021, the District Clerk received APRA funding for the Jury Coordinator position. The Jury Coordinator is a very important position to ensure juries are summoned, impaneled and qualified for the County Courts and District Courts. The position is the point of contact for citizens that need assistance qualifying for jury service both over the phone and in person with online questionnaires, along with many other duties that pertain to jury service. It is imperative that this position remain as a permanent position in the District Clerk's office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jury Coordinator 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:14 PM
Form Started By: Lisa David		Started On: 02/26/2024 03:03 PM
Final Approval Date: 02/28/2024		

WILCO TEXAS

Lisa David
District Clerk

P.O. Box 24, Georgetown, Texas 78627
P: 512.943.1212 F: 512.943.1222

COMMISSIONER'S COURT GRANT POSITION

The data provided was collected from July 2021 to February 2024. A total of 179,900 jury summons were mailed out and 255 jury trials were scheduled. Please see the table below.

2021	July- December
Scheduled Juries	17
Summons Mailed	16,600
2022	January- December
Scheduled Juries	90
Summons Mailed	68,400
2023	January- December
Scheduled Juries	125
Summons Mailed	81,400
2024	January- February
Scheduled Juries	23
Summons Mailed	13,500

The Jury Coordinator responsibilities entail of high call volume which include assisting jurors by explaining, educating, updating, redirecting, and completing their questionnaires. We are averaging 35 to 50 calls a day for jury alone. In addition, when jury post cards are initially mailed, approximately 75% of the calls received are regarding jury. Providing exceptional customer service at the front counter for our in-person jurors. Creating and submitting monthly reports to the Williamson County Voter's Registration and Secretary of State Elections Division. Managing the Jury Production excusal and deferral queue. Emailing jurors with any medical, mental, or physical restrictions who are requesting exemptions or accommodations. Assisting Chief Deputy District Clerk on jury trial days with preparation, direction, check in, payment, distributing work certificates, and collecting payment receipts. Scanning and record keeping jury documents. Conducting and tracking electronic jury calendar for all courts. Implementing organizational methods to ensure juries operate fluently.

Williamson County District Clerk
Jury Coordinator Job Description:

- Performs detailed tasks related to jury impaneling
- Assists in the preparation of monthly and quarterly state reports
- Collaborates with judges and attorneys
- Responsible for calendar of juries requested by the County and District Courts
- Responsible for processing payments to jurors
- Creates lists of jurors for individual court cases requested by the court
- Manages the online notification to jurors via email and text message of their court assignment and/or excusal
- Files, scans, and process legal documents for permanent record
- Provides high level of customer service to internal and external customers, both in person and over the phone
- Performs detailed legal procedures associated with the receipt, review, processing and maintenance of the court documents and case files
- Utilizes legal reference materials to perform research related to current laws and procedures
- prepares a variety of reports related to jury management and compliance
- Cross-trains for departmental coverage
- Attends all trainings as needed
- Performs special duties as assigned

Grade: B21

Commissioners Court - Regular Session **34.**

Meeting Date: 03/05/2024

ARPA Grant Funded County Attorney positions

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

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on funding for ARPA Grant funded positions in the County Attorney's office beginning January 1, 2025.

Background

The County Attorney's office currently has the following 4 ARPA Grant funded positions:
Civil Attorney Grade 38 $102,133.98
Criminal Attorney I Grade 31 $69,505.28
Criminal Attorney I Grade 31 $69,505.28
Criminal Attorney I Grade 31 $69,505.28
The Civil Attorney position has helped to manage the mental health dockets with the increase of the mental health caseload and the 3 Criminal Attorney positions have helped to speed up the filing of our misdemeanor criminal cases and handle the increase in criminal cases filed.

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	02/29/2024 08:26 AM
Form Started By: Stephanie Lloyd		Started On: 02/28/2024 09:35 AM
Final Approval Date: 02/29/2024		

Meeting Date: 03/05/2024

Discuss, consider, and take appropriate action to convert three DA Felony Prosecutor II positions from ARPA funded positions to permanent positions, effective January 1, 2025.

Submitted By: Ronnie Simek, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to convert three DA Felony Prosecutor II positions from ARPA funded positions to permanent positions, effective January 1, 2025.

Background

On June 15, 2021, the Commissioners Court approved the District Attorney's request for three felony prosecutor positions to address the backlog of felony criminal cases resulting from the COVID pandemic. The initial funding commitment was through December 31, 2024.

The District Attorney requested three positions so a prosecutor could be assigned to each District Court that hears criminal cases – the 26th District Court, the 277th District Court, and the 368th District Court. Contemporaneously, the District Attorney established a Special Victims Unit (SVU). The SVU handles special victim crimes including physical and sexual abuse of children, adult sexual assault, and family violence. The District Attorney SVU includes seven positions including five Prosecutors, an Investigator, and a Victim Assistance Coordinator. The attorneys assigned to the SVU are specially trained and experienced to accomplish vertical prosecution of child abuse and sexual assault cases. The ARPA positions allowed us to add an SVU Prosecutor to each district court in order to offload these cases from the permanent trial court prosecutors. This organization allows the SVU Prosecutor to devote the time and resources necessary for quality prosecution of the special victim cases and alleviate these time-intensive cases from the regular prosecution docket.

The ARPA prosecutors assisted in the reduction of pending felony cases to pre-pandemic levels. As the Supreme Court shut down trials in March of 2020, the District Judges, District Clerk and District Attorney's Office worked diligently to reestablish jury trials. The first jury trials since the COVID shutdown began in April of 2021. From April through December of 2021, we were able to try 15 cases to a jury with the help of the ARPA prosecutors. From January 2022 through the end of 2023, our office conducted 50 jury trials. For perspective, during this same time frame:

- Travis County District Attorney's Office (with 9 full time District Courts) tried 44 felony jury trials,
- Bell County District Attorney's Office tried 34 felony jury trials, and
- Williamson County Attorney's Office tried 25 misdemeanor jury trials.

Though the addition of the ARPA prosecutors has been immensely helpful in reducing our backlog, there are still many challenges ahead, not the least of which is our continued exponential growth. While we have been able to significantly reduce the overall number of cases, the severity and complexity of cases increased tremendously. Our fatality cases, which involve the death of at least one individual, exceeds 40 cases. Pre-Covid, we had 23 fatality cases pending. We have focused our efforts on the cases where the Defendant is in our jail and have been successful in getting most of those cases to trial within 2 years of the offense. There is however a growing number of complex cases where the defendant is on bond, and the trial dates are well over 2 years after the offense. Our goal is to be able to try most cases within a year of receiving the case.

The District Attorney's position requests have relied on understanding that the three DA Felony Prosecutor II positions would be made permanent when the ARPA funded ended. Since the addition of these prosecutors, the County has added approximately 100,000 residents. The County's growth

alone justifies the need for more prosecutors, but specifically makes the absorption of these prosecutors into the general fund a necessary expense to adequately serve our mission to see that Justice is Done.
On November 21, 2023, the Commissioners Court converted the District Attorney's Adult Sexual Assault grant position to a permanent position effective September 1, 2024. The same Court action regarding these prosecutor positions will allow the SVU to remain intact, and the District Courts to remain adequately staffed.

If ARPA prosecutor positions are eliminated:

- We would lose nearly 55 combined years of legal experience. The prosecutors who currently hold these positions represent our guiding principles of professionalism, integrity, and experience.
- Market considerations are changing tremendously, and it would be foolish to lose these three accomplished public servants as the number of attorneys with the experience necessary to meet the qualifications of a felony prosecutor is shrinking. Statewide, prosecutor's offices are losing attorneys to other fields. Every office in the State of Texas is struggling to hire and retain any prosecutor, much less qualified prosecutors. We have been more fortunate than most.
- It is anticipated that recruitment and retention of prosecutors will prove even more difficult as new State funding will result in counties of less than 300,000 people receiving an extra $275,000 per year to apply towards prosecutors' salaries in District Attorney's Offices, where cost of living is low and felony caseloads are lighter. For perspective, as one of the approximately two dozen counties larger than 300,000, residents we will still receive only $22,500 from the State as a supplement.
- The SVU would effectively be eliminated.

Respectfully, it would detrimentally impact our community to terminate three experienced felony prosecutors under these circumstances, especially under current market conditions and the tremendous growth we continue to face.

The District Attorney requests that the Commissioners Court –

1. Approve the District Attorney's Request to retain and convert the three DA Felony Prosecutor II ARPA positions and fund as permanent positions in the District Attorney budget effective January 1, 2025, and

2. Direct the Human Resources Director to convert the positions and classify the positions as permanent effective January 1, 2025, and

3. Direct the Budget Officer to include the positions in the District Attorney's FY2025 budget with sufficient funding from January 1, 2025 thru September 30, 2025.

ATTACHMENTS:

- Fact Sheet
- Estimated Funding Request for FY2025
- Fatality List

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARPA Factsheet

Estimated Funding Request for FY2025
Active Fatality List 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 01:10 PM
Form Started By: Ronnie Simek		Started On: 02/29/2024 11:00 AM
Final Approval Date: 02/29/2024		

District Attorney's Office
for the 26th Judicial District

ARPA REQUEST



Total Felony Cases

2019 – 5,939
2020 – 4,475
2021 – 4,977
2022 – 5,774
2023 – 5,192

Felony Clearance Rate

2019 – 117%
2020 – 89%
2021 – 90%
2022 – 126%
2023 – 130%

Information provided by the Office of Court Administration

Cost Per Capita for DA's Offices

San Diego, CA – $58
Miami-Dade Co, FL – $33
Maricopa Co, AZ – $25
Harris Co, TX – $19
Travis Co, TX – $23
WILCO – $8



Felony Prosecutor Workload

In 2022, a report was issued by PFM Group assessing Prosecutorial Workload in the first meaningful way in almost two decades. In that report, they found that the weighted case time to dispose of a felony case was 6.6 hours of work. Violent felonies took more time at 8.5 hours. However, SVU cases took vastly more time at 48.6 hours of work.

Currently, each prosecutor assigned to the three trial courts clears approximately 530 cases per year. This allows for less than 4 hours per case.

Without the SVU, the SVU cases would be reassigned to the court prosecutors, giving those prosecutors even *less* time per case.

ARPA Prosecutors Create Special Victims Unit

The ARPA prosecutors have allowed the District Attorney's Office to take SVU cases (child abuse and sexual assault) from the 9 trial court prosecutors caseloads and assign them to specially trained and experienced SVU prosecutors.

If the ARPA prosecutors are not absorbed in the 2024-2025 budget, Williamson County victims of sexual abuse, adult and child alike, would no longer reap the benefits of this specialized unit.



Felony Jury Trials Conducted Since 2017:

21 Child Sexual Abuse Cases

14 Capital Murder/ Murder

13 Aggravated Assault

8 Adult Sexual Assaults

8 Aggravated Robbery

Total Felony SVU Cases

2019 – 285
2020 – 294
2021 – 372
2022 – 427
2023 – 417

(These numbers do not include physical abuse cases)

ESTIMATED FUNDING REQUEST FOR FY2025

PCN	Current B-Grade	Current Salary[1]	Current Salary (loaded)[2]	FY2025 Salary (1/01-9/30/2025)[3]	FY2025 Salary (1/01-9/30/2025) (loaded)[4]
1964	B.39	$110,845.54	$146,865.93	$83,134.16	$112.586.95
1965	B.39	$135,200.00	$176,992.40	$101,400.00	$135,181.80
1966	B.39	$120,640.00	$158,981.68	$90,480.00	$121,673.76
TOTALS		$366,685.54	$482,840.01	$275,014.16	$369,442.51

TOTAL ESTIMATED FUNDING REQUEST FOR FY2025 $369,442.51

1 Assumption: Employee salary as of 3/01/2024.

2 Assumptions: Calculations based on employee salary as of 3/01/2024. Include FY 2024 loading factors for FICA, Retirement, Insurance, and Work Comp. Calculations do not include other standard prosecutor O&M such as printer supplies, travel, training/conference/seminars, membership dues – approximate budgeted amount of $6,000 annually.

3 Assumption: Calculations based on employee salary as of 3/01/2024 – not 9/30/2024.

4 Assumptions: Calculations based on employee salary as of 3/01/2024 – not 9/30/2024. Includes FY 2024 loading factors for FICA, Retirement, Insurance, and Work Comp – not FY2025 loading factors. Calculations do not include other standard prosecutor O&M such as printer supplies, travel, training/conference/seminars, membership dues – approximate budgeted amount of $6,000 annually. Since this is a position budget conversion request, these calculations do not include new position costs such as computer/office equipment, computer software, and furniture.

DA FATALITY FILED/ACTIVE INVESTIGATION LIST JANUARY 2024

6/21/2014	Crim Neg Hom	Death of a 9 mos. old child
4/6/2019	Manslaughter	Vehicular Homicide
5/10/2020	Murder	Stabbing with a knife
8/30/2020	Acc Inv Death	Vehicular Homicide
3/31/2021	Murder	Stabbing with a knife
9/25/2021	Manslaughter	Shot with a gun
11/30/2021	Burlary Habitation/Murder	Shot with a gun
1/4/2022	Injury Child/Eld	Extreme neglect of a disabled individual
1/4/2022	Injury Child/Eld	Extreme neglect of a disabled individual
1/18/2022	Injury Child/Eld	Extreme neglect of an infant
3/25/2022	Intox Man	Vehicular Homicide
4/19/2022	Manslaughter	Shot with a gun
5/13/2022	Intox Man x3	Vehicular Homicide
5/18/2022	Intox Man	Vehicular Homicide
6/12/2022	Murder	Shot with a gun
6/12/2022	Murder	Shot with a gun
6/12/2022	Murder	Shot with a gun
6/12/2022	Murder	Shot with a gun
7/1/2022	Intox Man & FSRA	Vehicular Homicide
7/31/2022	Murder	Evading From Police & Vehicular Homicide of a Child
8/4/2022	Murder	Shot with a gun
8/12/2022	Murder	Shot with a gun
8/24/2022	AA/DW/SBI/FV	Shot with a gun
8/28/2022	Intox Man	Vehicular Homicide
9/24/2022	Intox Man	Vehicular Homicide
10/13/2022	Acc Inv Death	Vehicular Homicide
12/8/2022	Crim Neg Hom	Vehicular Homicide
12/12/2022	Murder	Shot with a gun
12/27/2022	Capital Murder	Shot with a gun during a hostage situation
1/31/2023	Murder	Shot with a gun
1/31/2023	Murder	Shot with a gun
2/17/2023	Murder	Shot with a gun
3/15/2023	Manslaughter	Strangulation
3/31/2023	Murder	Shot with a gun
6/2/2023	Murder	Shot with a gun
9/11/2023	Injury to a Child	Beaten with a baseball bat
9/22/2023	Manslaughter	Physical Violence
10/5/2023	Murder & Tampering	Shot with a gun
10/17/2023	Manslaughter	Vehicular Homicide
11/18/2023	Murder & FSRA	Intentional Vehicular Homicide
12/1/2023	Manslaughter	Vehicular Homicide
12/14/2023	Collision Involving Death	Vehicular Homicide
1/8/2024	Capital Murder	Shot with a gun

Commissioners Court - Regular Session **36.**

Meeting Date: 03/05/2024

Transition Domestic Violence Detective ARPA funded position to permanent position in Sheriff's Office

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to convert Domestic Violence Detective Pcn#2077.001105 position from an ARPA funded grant position to a permanent position in the Sheriff's Office general funds to be effective January 1, 2025.

Background

This Detective position will be funded until December 31, 2024 when ARPA funding will end. The Sheriff's Office is requesting permanent funding for this position to underscore the ongoing concern surrounding domestic violence within our jurisdiction, exemplified by the intricate cases currently assigned to the Detective. Recognizing the gravity of this issue, our agency, community and commissioners have diligently identified the necessity for a specialized resource to handle domestic violence cases with the sensitivity, expertise and dedication they demand. Our Domestic Violence Detective brings a wealth of specialized knowledge and skills in trauma-informed investigations, victim support and collaboration with various agencies. This expertise is indispensable for effectively navigating the complexities inherent in domestic violence cases. This position maintains a steadfast victim centric approach, ensuring survivors receive the necessary support and empathy throughout the investigative process. This approach is vital for fostering trust and encouraging cooperation from survivors in the pursuit of justice.

The Domestic Violence Detective joined the Persons Crimes Unit in July 2023. From July 2023 to December 2023 this unit was assigned 460 cases for investigation. After the 3 months of training 40 of these cases were assigned and investigated by the Domestic Violence Detective.

Total Cases Assigned: 40
Total Arrests Made: 10
Breakdown of Cases Assigned:
Homicide: 1
Family Violence/Terroristic Threat: 7
Sexual Assault: 20
Stalking: 2
Harassment: 7
Disorderly Conduct: 2
Violation of Bond Conditions: 1

The detective in this position promptly initiated positive communications and established a working relationship with the District Attorney's Office. This involved seamless coordination and collaborative efforts in case reviews and the prosecution process. Additionally, the detective has significantly contributed to the community by actively participating as a member of the Williamson County Sexual Assault Response Team. Furthermore, valuable working relationships have been cultivated with Brave Alliance, the Sexual Assault Examinations provider for Williamson County and the Williamson County Advocacy Center. The detective's specialized training enhances not only the prosecution process but also positions them as a more expert witness for prosecutions, providing a valuable asset to the investigative and legal aspects of the cases.

We would like to respectfully request the Commissioners Court to continue funding this position in the Sheriff's Office general fund beginning January 1, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Domestic Violence Detective

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:07 PM
Form Started By: Starla Hall		Started On: 02/19/2024 03:44 PM
Final Approval Date: 02/28/2024		

Staffing Adjustment Request Form

Purpose: To request adjustment/reclassification to a current position or to request a new position.

A continued focus of the budgetary process is to evaluate the current effectiveness of our staffing needs. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.

All requests for staffing changes must include one form per request and *be attached to its own Change Request in Questica.* All requests must include performance measures or goals as they correlate to the Williamson County Strategic Plan.

Department Information

Date of Request: 01/17/2024

Department: 560 Contact Name: Commander John Foster

New Position Priority *(If requesting more than one position, please rank requests)*: 1st.

Type of Request: ☒ New Position ☐ New Initiative
☐ Reduction in Headcount ☐ Conversion ☐ PT to FT Conversion
☐ Reclassification (Grade, Salary, Title Change)

Requested Action

CURRENT POSITION (If applicable)	**NEW REQUESTED POSITION**
Position Control Number (PCN): 2077.001105 **Position Title & Grade:** Domestic Violence Detective L1.6 (Currently ARPA Funded)	**Position Title and Grade/Step:** Domestic Violence Detective L1.6
Position Type: ☒ Full-Time ☐ Part-Time ☐ Temporary	**Position Type:** ☒ Full-Time ☐ Part-Time ☐ Temporary
Funding: ☐ Current General Fund ☐ Grant Funds ☐ Other Vacancy: ☒ Other: ARPA FUNDED	**Funding:** ☒ Current General Fund ☐ Grant Funds ☐ Other Vacancy: ☐ Other:
Current Salary: 79,248.98	Proposed Salary: 79,248.98

Proposed Effective Date (If other than October 1): 01/01/2025

Brief Summary of Request (to include description of the need for the requested position to include 5 primary important functions of this position. Please include the percentage of time spent on each function).

Request the transition of the current Domestic Violence Detective position from ARPA Funds to the General Fund as new position. The position, budgeted by Commissioners in 2023 through ARPA funds, has received all essentials equipment including vehicle, advanced training, office necessities, radio, and office space. The sole remaining step is to move the position's funding from ARPA to the General Fund as a new position.

The Domestic Violence Detective, secured in August 2023, has successfully completed the training program and has been actively involved in investigating a variety of complex domestic violence cases. The detective's specialization in cases requiring advanced training is evident in the breakdown of assigned cases from September 28, 2023, to January 17, 2024:

Total Cases Assigned: 40
Total Arrests Made: 10

Breakdown of Cases Assigned:
Homicide: 1
Family Violence / Terroristic Threat: 7
Sexual Assault: 20
Stalking: 2

Description of Request

Link to Strategic Plan
Select the appropriate Strategic Plan Initiative and explain how this request supports the County's or your department's Strategic Plan?

☐ Financial Sustainability ■ Strong Community Safety ■ High Performing Government ■ Customer Focused Workforce ☐ Thoughtful Growth ☐ Innovative and Modern Facilities

Brief Explanation:

Strategic Plan:

Performance Metrics:
Implemented performance metrics to measure the success of investigations, case resolution rates, and community satisfaction with the detective investigations.

Regular Reviews and Feedback Loops:
Conduct regular reviews of investigative processes, seeking feedback from both internal and external stakeholders for continuous improvement.

Adaptive Strategies:
Develop adaptive strategies based on data analysis, lessons learned, and emerging trends in domestic violence, ensuring the detective remains responsive to evolving community needs.

Through these initiatives, the Domestic Violence Detective aims to play a pivotal role in creating a safe, strong community with a customer focused work group while highlighting the county's resolve to be a high performing government agency focused on victims of crimes.

Describe the benefits of this request

How will the addition of this position or change strengthen and/or benefit the department (efficiencies, increased revenue generation, increased service levels, etc)?

I am requesting permanent funding for this position to underscore the ongoing concern surrounding domestic violence within our jurisdiction, exemplified by the intricate cases currently assigned to the Detective (refer to page two for details). Recognizing the gravity of this issue, our agency, community and commissioners have diligently identified the necessity for a specialized resource to handle domestic violence cases with the sensitivity, expertise, and dedication they demand.

Specialized Expertise:
Our Domestic Violence Detective brings a wealth of specialized knowledge and skills in trauma-informed investigations, victim support, and collaboration with various agencies. This expertise is indispensable for effectively navigating the complexities inherent in domestic violence cases.

Victim-Centric Approach:
The position maintains a steadfast victim-centric approach, ensuring survivors receive the necessary support and empathy throughout the investigative process. This approach is vital for fostering trust and encouraging cooperation from survivors in the pursuit of justice.

Collaboration and Impacts

Was this proposal discussed with other departments/agencies that provide similar or supporting services that could be impacted? Please describe the impact and list the other departments/agencies and their points of contact. Suggest ways departments/agencies may be able to collaborate/cost share to ensure success of the proposal. Consider the strain on other services, duplication of services, etc.

For example: If a new court were to be created, the District Attorney's Office, the County Attorney's Office, the District Clerk's Office, Bailiffs and the County Clerk's Office would be impacted because they would have an additional court/customer to which they would need to provide services. Their workloads would be affected, and they may or may not currently have the resources to handle an additional customer.

Upon receiving initial ARPA fund approval from the commissioners, the detective promptly initiated positive communications and established a robust working relationship with the District Attorney ' s Office. This involved seamless coordination and collaborative efforts in case reviews and the prosecution process. Additionally, the detective has significantly contributed to the community by actively participating as a member of the Williamson County Sexual Assault Response Team. Furthermore, valuable working relationships have been cultivated with Brave Alliance, the Sexual Assault Examinations provider for Williamson County, and the Williamson County Advocacy Center.

The detective's specialized training enhances not only the prosecution process but also positions them as a more expert witness for prosecutions, providing a valuable asset to the investigative and legal aspects of the cases.

Point of Contact:
Chief District Attorney Jessie Fallis

☐Have you attached or listed below Department Performance Measures and/or Justification for this request?

See above related comments.

Space Allocation

If requesting a new position, is office space currently available? ■ Yes ☐ No

If **yes**, describe where: Already being utilized for the position.

If **no**, describe plan to acquire space for this proposal. Identify proposed position location and list cost of renovations, if any, in the Questica Change Request.

Space, equipment, vehicle and all other necessary equipment has been purchased through ARPA Funds and is currently in place ad being utilized.

Disclaimer: Estimating equipment costs does not guarantee the purchase is approved. Proper purchasing protocol must be followed.

If you have any questions or need assistance when filling out this form, please do not hesitate to contact the Budget Office: Saira Hernandez (x33756), Sarah Crain (x31453), Ashlie Holladay (x31551)

When this electronic form has been completed, please submit in: Questica Change Request

In addition to this request form, please see chart below for additional information that may be required:
Please note – We are requesting PCNs to be listed with position titles in Organizational Charts

Request Code	Request Type	Explanation of Request Type	Required Documentation
NEW	New Position Request	Add an additional PT or FT employee to your department/office	Staffing Modification Form Job Description Current & Proposed Org Chart
CUR	Current Position Changes	Make a change to an existing PCN (ie. stipends and/or supplements)	
RCL	Reclassification	Make a minor change to an existing PCN job description (including title, grade, and possibly exemption status). *Rarely done outside the salary study. Please refer to EPM*	HR Reclassification Form Current Job Description New Job Description Current & Proposed Org Chart
CONV	Conversion	A significant change to the job description (usually 40% or more), that includes the addition or deletion of significant duties or responsibilities. Will include title, grade and/or FLSA status change. If the conversion results in a position change that is not consistent with original intent of the position, it will be reviewed by the Budget Office.	Staffing Modification Form Current Job Description New Job Description Current & Proposed Org Chart
INIT	New Initiative	Request departmental projects over and above normal operations (ie. Forming a call center involving new staff and equipment/furniture)	Staffing Modification Form Job Description Current & Proposed Org Chart
SAL_ADJ	Payroll Line Adjustment	Should be used for Payroll line items that are not attached to a PCN (ie. Overtime; Temp Labor)	
PT_FT	Part Time to Full Time	Request converting a PT position to a FT position.	Staffing Modification Form Job Description Current & Proposed Org Chart
CAP	Capital	CIP project request reviewed by Commissioners CT outside of operating budget	CIP Request Form Supporting Docs/Pictures Quotes
FAC	Facilities Enhancements	A routine maintenance/repair request to your office submitted to Facilities	FE Request Form Supporting Docs/Pictures Quotes
CL	Career Ladder Changes	Request a new title/grade for a specific PCN on an approved Career Ladder	Copy of CL Policy (If Available)

Commissioners Court - Regular Session **37.**

Meeting Date: 03/05/2024

Transition JJC Deputy ARPA funded positions to permanent positions in Sheriff's Office

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to convert CCG Deputy Pcn #2010.001105 and 2011.001105 positions from ARPA funded grant positions to permanent positions in the Sheriff's Office general funds to be effective January 1, 2025.

Background

These Deputy positions will be funded until December 31, 2024 when ARPA funding will end. These two positions are stationed at the Williamson County Juvenile Justice Center where they serve as visible and active law enforcement officers on campus. Screening all visitors for weapons/contraband upon entry into the facility and providing additional security in and around the courtroom on all designated court days. The deputies also conduct routine perimeter checks around the entire facility to ensure the facility is secure and free of any contraband and investigates criminal offenses and detains and makes arrests when necessary. These deputies also provide much needed safety and security for employees, the district court judge, county attorneys and defense attorneys. Without these positions, there would not be adequate security coverage during court. As the County continues to grow and with the upcoming expansion of the Juvenile Justice Center, there is an anticipated increase in the number of referrals to Juvenile Services. The continuation of these two positions would limit liability by ensuring highly trained security staff and being more readily available as needed.

We would like to respectfully request the Commissioners Court to continue funding these two deputy positions in the Sheriff's Office general fund beginning January 1, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deputy Pcn#2010.001105

Deputy Pcn#2011.001105

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:08 PM
Form Started By: Starla Hall		Started On: 02/19/2024 06:35 PM
Final Approval Date: 02/28/2024		

Staffing Adjustment Request Form

Purpose: To request adjustment/reclassification to a current position or to request a new position.

A continued focus of the budgetary process is to evaluate the current effectiveness of our staffing needs. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.

All requests for staffing changes must include one form per request and *be attached to its own Change Request in Questica.* All requests must include performance measures or goals as they correlate to the Williamson County Strategic Plan.

Department Information

Date of Request: 02/14/2024

Department: Williamson County Sheriff's Office Contact Name: Chief James Carmona

New Position Priority *(If requesting more than one position, please rank requests)*:

Type of Request: ☒ New Position ☐ New Initiative
☐ Reduction in Headcount ☐ Conversion ☐ PT to FT Conversion
☐ Reclassification (Grade, Salary, Title Change)

Requested Action

CURRENT POSITION (If applicable)	**NEW REQUESTED POSITION**
Position Control Number (PCN): 2010.001105 **Position Title & Grade:** CCG Deputy L1.2	**Position Title and Grade/Step:** Deputy Sheriff / L1.6
Position Type: ☒ Full-Time ☐ Part-Time ☐ Temporary	**Position Type:** ☒ Full-Time ☐ Part-Time ☐ Temporary
Funding: ☐ Current General Fund ☒ Grant Funds ☐ Other Vacancy: ☐ Other:	**Funding:** ☒ Current General Fund ☐ Grant Funds ☐ Other Vacancy: ☐ Other:
Current Salary: $69,070.64	Proposed Salary: $79,248.98

Proposed Effective Date (If other than October 1): 01/01/2025

Brief Summary of Request (to include description of the need for the requested position to include 5 primary important functions of this position. Please include the percentage of time spent on each function).

The Williamson County Sheriff's Office is requesting a Deputy Sheriff/School Resource Officer to be stationed at the Williamson County Juvenile Justice Center. There are currently three deputies located at the facility, with two currently being paid for with ARPA funding, which ends December 2024. The Deputy Sheriff/School Resource Officer primary responsibilities will be as follows:

- Serve as visible and active law enforcement officer on campus (35%)
- Screen all visitors for weapons/contraband upon entry into the facility (25%)
- Provide additional security in and around the courtroom on all designated court days (20%)
- Conducts routine perimeter checks around entire facility to ensure facility is secure and free of any contraband. (10%)
- Investigates criminal offenses and detains and makes arrests when necessary (10%)

Description of Request

Link to Strategic Plan

Select the appropriate Strategic Plan Initiative and explain how this request supports the County's or your department's Strategic Plan?

☐ Financial Sustainability ■ Strong Community Safety ■ High Performing Government ☐ Customer Focused Workforce ☐ Thoughtful Growth ☐ Innovative and Modern Facilities

Brief Explanation:

The addition of this position would increase the amount of time that a trained peace officer would be on-site daily to provide safety and security to youth, staff, and the public. Also, court is held at the Juvenile Center and on court days, the additional Deputy Sheriff/School Resource Officer will conduct security screenings of youth, families and the public who are attending court and provide much needed safety and security and for employees, the district court judge, county attorneys and defense attorneys. Without this position, there would not be adequate security coverage during court.

As the County continues to grow and with the upcoming expansion of the Juvenile Justice Center, there is an anticipated increase in the number of referrals to Juvenile Services. The addition of this Deputy Sheriff/School Resource Officer would limit liability by ensuring highly trained security staff is more readily available as needed.

Describe the benefits of this request

How will the addition of this position or change strengthen and/or benefit the department (efficiencies, increased revenue generation, increased service levels, etc)?

As stated above, the addition of a Deputy Sheriff/School Resource Officer would allow for an increased amount of time that a trained officer would be on-site to provide for safety and security. Historically, WJCS has only had one Deputy Sheriff/School Resource Officer who works a regular full-time 8am-5pm Monday-Friday shift. The addition of this officer will allow for more thorough safety and security coverage for the youth, staff, and public visitors in the facility, including evening and weekend coverage, increasing the security presence at the facility.

Additionally, the addition of a Deputy Sheriff/ School Resource Officer would greatly assist in covering court security duties while not losing the safely and security coverage to other parts of the building. For example, on court days, one Deputy Sheriff could be responsible for screening incoming youth and families, while another continues to provide security for the students and staff working at the JJAEP.

Collaboration and Impacts

Was this proposal discussed with other departments/agencies that provide similar or supporting services that could be impacted? Please describe the impact and list the other departments/agencies and their points of contact. Suggest ways departments/agencies may be able to collaborate/cost share to ensure success of the proposal. Consider the strain on other services, duplication of services, etc.

For example: If a new court were to be created, the District Attorney's Office, the County Attorney's Office, the District Clerk's Office, Bailiffs and the County Clerk's Office would be impacted because they would have an additional court/customer to which they would need to provide services. Their workloads would be affected, and they may or may not currently have the resources to handle an additional customer.

This proposal is a collaboration between the Williamson County Sheriff's Office and Williamson County Juvenile Services. This position would be specifically designated to Juvenile Services so there would be no additional strain on other services or a duplication of services.

WCJS and the Sheriff's Office have collaborated in the supervision of an on-site Deputy Sheriff for many years and have always maintained a positive working relationship. WCJS believe these positions are critical to ensure and safe and secure environment at the Juvenile Center an are fully supportive of this request. For questions contact Scott Matthew, Executive Director, or John Pelczar, Director of Operations.

☐Have you attached or listed below Department Performance Measures and/or Justification for this request?

Space Allocation

If requesting a new position, is office space currently available? ☒ Yes ☐ No

If **yes**, describe where: Current office space at Juvenile Justice Center

If **no**, describe plan to acquire space for this proposal. Identify proposed position location and list cost of renovations, if any, in the Questica Change Request.

Disclaimer: Estimating equipment costs does not guarantee the purchase is approved. Proper purchasing protocol must be followed.

If you have any questions or need assistance when filling out this form, please do not hesitate to contact the Budget Office: Saira Hernandez (x33756), Sarah Crain (x31453), Ashlie Holladay (x31551)

When this electronic form has been completed, please submit in: Questica Change Request

In addition to this request form, please see chart below for additional information that may be required:
Please note – We are requesting PCNs to be listed with position titles in Organizational Charts

Request Code	Request Type	Explanation of Request Type	Required Documentation
NEW	New Position Request	Add an additional PT or FT employee to your department/office	Staffing Modification Form Job Description Current & Proposed Org Chart
CUR	Current Position Changes	Make a change to an existing PCN (ie. stipends and/or supplements)	
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CONV	Conversion	A significant change to the job description (usually 40% or more), that includes the addition or deletion of significant duties or responsibilities. Will include title, grade and/or FLSA status change. If the conversion results in a position change that is not consistent with original intent of the position, it will be reviewed by the Budget Office.	Staffing Modification Form Current Job Description New Job Description Current & Proposed Org Chart
INIT	New Initiative	Request departmental projects over and above normal operations (ie. Forming a call center involving new staff and equipment/furniture)	Staffing Modification Form Job Description Current & Proposed Org Chart
SAL_ADJ	Payroll Line Adjustment	Should be used for Payroll line items that are not attached to a PCN (ie. Overtime; Temp Labor)	
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FAC	Facilities Enhancements	A routine maintenance/repair request to your office submitted to Facilities	FE Request Form Supporting Docs/Pictures Quotes
CL	Career Ladder Changes	Request a new title/grade for a specific PCN on an approved Career Ladder	Copy of CL Policy (If Available)

Staffing Adjustment Request Form

Purpose: To request adjustment/reclassification to a current position or to request a new position.

A continued focus of the budgetary process is to evaluate the current effectiveness of our staffing needs. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.

All requests for staffing changes must include one form per request and *be attached to its own Change Request in Questica.* All requests must include performance measures or goals as they correlate to the Williamson County Strategic Plan.

Department Information	
Date of Request: 02/14/2024	
Department: Williamson County Sheriff's Office	Contact Name: Chief James Carmona
New Position Priority *(If requesting more than one position, please rank requests)*:	
Type of Request: ☒ New Position ☐ New Initiative ☐ Reduction in Headcount ☐ Conversion ☐ PT to FT Conversion ☐ Reclassification (Grade, Salary, Title Change)	

Requested Action	
CURRENT POSITION (If applicable)	**NEW REQUESTED POSITION**
Position Control Number (PCN): 2011.001105 **Position Title & Grade:** CCG Deputy L1.1	**Position Title and Grade/Step:** Deputy Sheriff / L1.6
Position Type: ☒ Full-Time ☐ Part-Time ☐ Temporary	**Position Type:** ☒ Full-Time ☐ Part-Time ☐ Temporary
Funding: ☐ Current General Fund ☒ Grant Funds ☐ Other Vacancy: ☐ Other:	**Funding:** ☒ Current General Fund ☐ Grant Funds ☐ Other Vacancy: ☐ Other:
Current Salary: $64,552.00	Proposed Salary: $79,248.98
Proposed Effective Date (If other than October 1): 01/01/2025	

Brief Summary of Request (to include description of the need for the requested position to include 5 primary important functions of this position. Please include the percentage of time spent on each function).

The Williamson County Sheriff's Office is requesting a Deputy Sheriff/School Resource Officer to be stationed at the Williamson County Juvenile Justice Center. There are currently three deputies located at the facility, with two currently being paid for with ARPA funding, which ends December 2024. The Deputy Sheriff/School Resource Officer primary responsibilities will be as follows:

- Serve as visible and active law enforcement officer on campus (35%)
- Screen all visitors for weapons/contraband upon entry into the facility (25%)
- Provide additional security in and around the courtroom on all designated court days (20%)
- Conducts routine perimeter checks around entire facility to ensure facility is secure and free of any contraband. (10%)
- Investigates criminal offenses and detains and makes arrests when necessary (10%)

Description of Request

Link to Strategic Plan

Select the appropriate Strategic Plan Initiative and explain how this request supports the County's or your department's Strategic Plan?

☐ Financial Sustainability ■ Strong Community Safety ■ High Performing Government ☐ Customer Focused Workforce ☐ Thoughtful Growth ☐ Innovative and Modern Facilities

Brief Explanation:

The addition of this position would increase the amount of time that a trained peace officer would be on-site daily to provide safety and security to youth, staff, and the public. Also, court is held at the Juvenile Center and on court days, the additional Deputy Sheriff/School Resource Officer will conduct security screenings of youth, families and the public who are attending court and provide much needed safety and security and for employees, the district court judge, county attorneys and defense attorneys. Without this position, there would not be adequate security coverage during court.

As the County continues to grow and with the upcoming expansion of the Juvenile Justice Center, there is an anticipated increase in the number of referrals to Juvenile Services. The addition of this Deputy Sheriff/School Resource Officer would limit liability by ensuring highly trained security staff is more readily available as needed.

Describe the benefits of this request

How will the addition of this position or change strengthen and/or benefit the department (efficiencies, increased revenue generation, increased service levels, etc)?

As stated above, the addition of a Deputy Sheriff/School Resource Officer would allow for an increased amount of time that a trained officer would be on-site to provide for safety and security. Historically, WJCS has only had one Deputy Sheriff/School Resource Officer who works a regular full-time 8am-5pm Monday-Friday shift. The addition of this officer will allow for more thorough safety and security coverage for the youth, staff, and public visitors in the facility, including evening and weekend coverage, increasing the security presence at the facility.

Additionally, the addition of a Deputy Sheriff/ School Resource Officer would greatly assist in covering court security duties while not losing the safely and security coverage to other parts of the building. For example, on court days, one Deputy Sheriff could be responsible for screening incoming youth and families, while another continues to provide security for the students and staff working at the JJAEP.

Collaboration and Impacts

Was this proposal discussed with other departments/agencies that provide similar or supporting services that could be impacted? Please describe the impact and list the other departments/agencies and their points of contact. Suggest ways departments/agencies may be able to collaborate/cost share to ensure success of the proposal. Consider the strain on other services, duplication of services, etc.

For example: If a new court were to be created, the District Attorney's Office, the County Attorney's Office, the District Clerk's Office, Bailiffs and the County Clerk's Office would be impacted because they would have an additional court/customer to which they would need to provide services. Their workloads would be affected, and they may or may not currently have the resources to handle an additional customer.

This proposal is a collaboration between the Williamson County Sheriff's Office and Williamson County Juvenile Services. This position would be specifically designated to Juvenile Services so there would be no additional strain on other services or a duplication of services.

WCJS and the Sheriff's Office have collaborated in the supervision of an on-site Deputy Sheriff for many years and have always maintained a positive working relationship. WCJS believe these positions are critical to ensure and safe and secure environment at the Juvenile Center an are fully supportive of this request. For questions contact Scott Matthew, Executive Director, or John Pelczar, Director of Operations.

☐Have you attached or listed below Department Performance Measures and/or Justification for this request?

Space Allocation

If requesting a new position, is office space currently available? ☒ Yes ☐ No

If **yes**, describe where: Current office space at Juvenile Justice Center

If **no**, describe plan to acquire space for this proposal. Identify proposed position location and list cost of renovations, if any, in the Questica Change Request.

Disclaimer: Estimating equipment costs does not guarantee the purchase is approved. Proper purchasing protocol must be followed.

If you have any questions or need assistance when filling out this form, please do not hesitate to contact the Budget Office: Saira Hernandez (x33756), Sarah Crain (x31453), Ashlie Holladay (x31551)

When this electronic form has been completed, please submit in: Questica Change Request

In addition to this request form, please see chart below for additional information that may be required:
Please note – We are requesting PCNs to be listed with position titles in Organizational Charts

Request Code	Request Type	Explanation of Request Type	Required Documentation
NEW	New Position Request	Add an additional PT or FT employee to your department/office	Staffing Modification Form Job Description Current & Proposed Org Chart
CUR	Current Position Changes	Make a change to an existing PCN (ie. stipends and/or supplements)	
RCL	Reclassification	Make a minor change to an existing PCN job description (including title, grade, and possibly exemption status). *Rarely done outside the salary study. Please refer to EPM*	HR Reclassification Form Current Job Description New Job Description Current & Proposed Org Chart
CONV	Conversion	A significant change to the job description (usually 40% or more), that includes the addition or deletion of significant duties or responsibilities. Will include title, grade and/or FLSA status change. If the conversion results in a position change that is not consistent with original intent of the position, it will be reviewed by the Budget Office.	Staffing Modification Form Current Job Description New Job Description Current & Proposed Org Chart
INIT	New Initiative	Request departmental projects over and above normal operations (ie. Forming a call center involving new staff and equipment/furniture)	Staffing Modification Form Job Description Current & Proposed Org Chart
SAL_ADJ	Payroll Line Adjustment	Should be used for Payroll line items that are not attached to a PCN (ie. Overtime; Temp Labor)	
PT_FT	Part Time to Full Time	Request converting a PT position to a FT position.	Staffing Modification Form Job Description Current & Proposed Org Chart
CAP	Capital	CIP project request reviewed by Commissioners CT outside of operating budget	CIP Request Form Supporting Docs/Pictures Quotes
FAC	Facilities Enhancements	A routine maintenance/repair request to your office submitted to Facilities	FE Request Form Supporting Docs/Pictures Quotes
CL	Career Ladder Changes	Request a new title/grade for a specific PCN on an approved Career Ladder	Copy of CL Policy (If Available)

Commissioners Court - Regular Session **38.**

Meeting Date: 03/05/2024

Transition of an ARPA funded CCG Physician Assistant to a General funded position in Corrections

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to convert CCG Physician Assistant PCN#2005.001100 position from an ARPA funded grant position to a permanent position in the Sheriff's Office general funds to be effective January 1, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Current Job Description
New Job Description
Current Org. Chart
Proposed Org. Chart
Staff Modification Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:16 PM
Form Started By: ABIGAIL TAYLOR		Started On: 02/26/2024 03:40 PM
Final Approval Date: 02/28/2024		

Williamson County

CO_Mental Health Physician Assistant / Nurse Practitioner

Class Spec Code: EX_1
Established Date: 11/23/2021
Last Revised Date: 12/06/2021

Salary Range

$2,455.24 Biweekly

Bargaining Unit

N/A

EEO

EEO4-Professionals

Occupational Group

Healthcare Practitioners and Healthcare Support

FLSA

Exempt

Benefit Code

Benefit Program

Physical Class

N/A

JOB SUMMARY

Reporting directly to the Jail Clinical Coordinator, and under the direction of the Jail Medical Director, responsible for providing mental health assessments, diagnosis, and treatment to inmates in the jail setting.

This is a grant funded position and could potentially be eliminated, if funding is not acquired, after the grant ends

EXAMPLES OF WORK PERFORMED

- Provides assessments, diagnosis, treatment, and information to inmates in the jail.
- Responds to emergency and non-emergency circumstances
- Testifies as a witness in civil and criminal court proceedings, when necessary
- Maintains knowledge of technical and operating principals, practices, and problems of Mental Health laws
- Maintains general knowledge of the Health and Safety Code, and the Standards of Care as outlined in Texas

Commission on Jail Standards concerning Health Services
- Maintains licensing requirements such as continued education, ACLS, CPR, etc.
- Works closely within a team consisting of MHMR professionals and jail medical staff to provide timely care to inmates with mental illness, substance abuse disorders and detoxification
- Able to be utilized as back-up on occasions with family practice/ emergency level of care for inmates
- Prescribes medications
- Attends certification schools and maintains qualifications each year as needed.
- Performs special duties as assigned

ORGANIZATION RELATIONSHIPS

- Reports directly to – Jail Clinical Coordinator
- Accountable to the Medical Director for Standards of Care
- Direct Reports – No

PHYSICAL DEMANDS

- Position involves hearing audible sounds and speaking in a clear, understandable voice

ENVIRONMENTAL FACTORS

- Maximum security facility behind locked doors
- Exposure to individuals accused or convicted of crimes, individuals with risk of illness, and potential biohazards
- May be required to perform some work outdoors in inclement weather (heat, cold, wet conditions)

IRREGULAR HOURS

- Position involves 5 day/ week schedule but may involve Tuesday-Saturday or Sunday -Thursday
- Position involves being available for rotating telephonic on- call
- May be deemed essential personnel in the event of an emergency

MINIMUM QUALIFICATIONS

- Physician Assistant: Graduation from an accredited Physician Assistant (PA) or Nurse Practitioner (NP) program
- One (1) year of experience as a Physician Assistant (PA), Nurse Practitioner (NP), and/or Medical Doctor (MD) or equivalent combination of experience

LICENSES AND CERTIFICATIONS

Physician Assistant Required

- Current license to practice as a Physician Assistant (PA) or Nurse Practitioner (NP) in the State of Texas
- Current Certification as a Physician Assistant (PA) or Nurse Practitioner (NP)
- Current Cardio-Pulmonary Resuscitation (CPR) Certification

Required within thirty (30) days of employment

- Valid Texas driver's license

PREFERRED QUALIFICATIONS

- Background in ER/Family Practice with specialty in Mental Health.
- At least four (4) years' experience as a licensed PA/NP or equivalent.
- Spanish is preferred but not mandatory.

EMPLOYMENT TESTING

Employment is contingent on passing any

post-offer pre-employment screening as listed below:

- Criminal background check: Yes
- Motor Vehicle Record check: Yes
- Drug screening: Yes
- Physical exam: Yes
- Psychological exam: Per TCOLE standards
- Additional: Written tests, Oral Board

SUPPLEMENTAL INFORMATION

A Williamson County online application (resumes alone are not sufficient) must be received before the position is closed. Positions are open until filled, subject to close at any time after five (5) business days. The Human Resources Department is located at 100 Wilco Way, Georgetown, TX 78626. Phone (512) 943-1533 or visit our website at www.wilcotx.gov/469/Human-Resources.

Williamson County is an Equal Opportunity Employer and complies with the Americans with Disabilities Act and Uniformed Services Employment and Reemployment Rights Act (USERRA). If you require an accommodation in order to apply for a position, please request assistance from the Human Resources Department.

TOBACCO FREE WORKPLACE POLICY

Williamson County is a tobacco free workplace. The use of tobacco products (e.g., cigarettes, cigars, pipes, snuff, chew, etc.) and Electronic Nicotine Delivery Systems (ENDS) (e.g., vapor, e-cigarettes,

etc.) prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to and including termination of employment.

WILLIAMSON COUNTY SHERIFF'S OFFICE

SHERIFF MIKE GLEASON

WILLIAMSON COUNTY
invites applications for the position of:

CO_Mental Heal Physician Assistant/Nurse Practitioner

JOB SUMMARY:

Reporting directly to the Jail Clinical Coordinator, and under the direction of the Jail Medical Director, responsible for providing mental health assessments, diagnosis, and treatment to inmates in the jail setting.

ESSENTIAL DUTIES:

- Provides assessments, diagnosis, treatment, and information to inmates in the jail.
- Responds to emergency and non-emergency circumstances.
- Testifies as a witness in civil and criminal court proceedings, when necessary
- Maintains knowledge of technical and operating principals, practices, and problems of Mental Health laws Maintains general knowledge of the Health and Safety Code, and the Standards of Care as outlined in Texas Commission on Jail Standards concerning Health Services
- Maintains licensing requirements such as continued education, ACLS, CPR, etc.
- Works closely within a team consisting of MHMR professionals and jail medical staff to provide timely care to inmates with mental illness, substance abuse disorders and detoxification.
- Able to be utilized as back-up on occasions with family practice/ emergency level of care for inmates.
- Prescribes medications.
- Attends certification schools and maintains qualifications each year as needed. Performs special duties as assigned.

PHYSICAL DEMANDS:

- Position involves hearing audible sounds and speaking in a clear, understandable voice.

ENVIRONMENTAL FACTORS:

- Maximum security facility behind locked doors.

- Exposure to individuals accused or convicted of crimes, individuals with risk of illness, and potential biohazards.
- May be required to perform some work outdoors in inclement weather (heat, cold, wet conditions)
- Work indoors is an air-conditioned, smoke free office.
- Williamson County has adopted a Tobacco-Free Workplace policy. This policy prohibits smoking or use of any tobacco product on Williamson County premises. Smoking cessation program is offered free to employees and spouses through Williamson County & Cities Health District**.**

MINIMUM QUALIFICATIONS:

- Current license to practice as a Physician.
- Assistant (PA) or Nurse Practitioner (NP) in the State of Texas
- Current Certification as a Physician Assistant (PA) or Nurse Practitioner (NP)
- Current Cardio-Pulmonary Resuscitation (CPR) Certification
- Must obtain a valid Texas driver's license within 30 days of hire.

EMPLOYMENT TESTING:

Employment is contingent on passing any post-offer pre-employment screening as listed below:

- Criminal background check: Yes
- Motor Vehicle Record check: Yes
- Drug screening: Yes
- Physical exam: Yes
- Psychological exam: Per TCOLE standards
- Additional: Written tests, Oral Board

Commander

WILLIAMS, J (PO)
354

Lieutenant
Barnett, R
579

A-Shift	B-Shift	C-Shift	D-Shift
Sergeant	Sergeant	Sergeant	Sergeant
Wright, P 580	Gibson, A 582	McGarrh, K 1990	Whitus, S (PO) 607
EMT	EMT	EMT	EMT
Davis, L (FTO) 596	Altobelli,P(FTO) 602	Ivie, M 453	Ticianeli, C 489
EMT	EMT	EMT	EMT
Forehand, R 604	Meisinger, D 601	Vacant 593	Vacant 592
EMT	EMT	EMT	EMT
Langsweirdt, J 603	Ransom, J 594	Vacant 1764	Sponsel, N 595
EMT	EMT	EMT	EMT
Miller, D 591	Wheless, R 599	Vacant 1940	
EMT	EMT	EMT	EMT
		Vacant 597	

Physician Assistant	Coordinator	Pharmacy Tech	Admin. Spec.
Adhikari, C 2005	Amstead 317	Vacant 334	Simmons 331

Lieutenant
Brumleve, M (PO)
573

Discipline	Reception "B"	Control Room
Tuggle, K 387	Nash, J 322	Bridges, M 356
Fire/Safety	Reception "B"	Control Room
Irving, N 472	Easterwood, B 589	Myers, E 361
FTO Lead	Reception "B"	Control Room
Allison, K. 554	Vacant 337	Kelley, L 363
Grievance	Reception "C"	Control Room
Maddux, Z 395	Wilson, L 318	Luna, M 378
GED	Reception "C"	Control Room
Espinosa, D 423	Marinova, A 336	Hunter, L 380
Educ. Coord.	Reception "C"	Control Room
Massey, R 1938	Barrientez, T 320	Pham, L 400
	Reception	Control Room
	Melby, S 324	Roper, E 409
		Control Room
		Thompson, D 411
		Control Room
		Marciel, Z 507
		Control Room
		Hoffman, N 585
		Control Room
		Mora, D 466
		Control Room
		Vacant 419

Lieutenant
Schmidt, P (PO)
574

Sergeant
Macik, T
1870

Sergeant
Mobley, J
612

C/O	Property "A"	Mail Room
Richardson, S 398	Rudolph, G 475	Gonzalez, E 323
C/O	Property	
Crenshaw, T 425	Vizi, C 321	
C/O	Property	
Seifert, D 494	Colyer, K 333	
C/O	Property	
Vasquez, J 510	Smith, K 327	
C/O	Property	
Curtin, E 418	Luna-Mota, N 316	
C/O	Property	
Vacant 508	Lavender, A 329	
	Property	
	Knight, K 12/01 325	

Inventory Coord.
Vacant
335

Deployment
Name/date=Leaving
Name/date = Starting/Transfer
Full Time Position - Not Certified
Female

Sr. Admin Spec.
Admin. Spec.
CRO

Commander

WILLIAMS, J (PO)
354

Lieutenant
Barnett, R
579

A-Shift	B-Shift	C-Shift	D-Shift
Sergeant	Sergeant	Sergeant	Sergeant
Wright, P 580	Gibson, A 582	McGarrh, K 1990	Whitus, S (PO) 607
EMT	EMT	EMT	EMT
Davis, L (FTO) 596	Altobelli,P(FTO) 602	Ivie, M 453	Ticianeli, C 489
EMT	EMT	EMT	EMT
Forehand, R 604	Meisinger, D 601	Vacant 593	Vacant 592
EMT	EMT	EMT	EMT
Langsweirdt, J 603	Ransom, J 594	Vacant 1764	Sponsel, N 595
EMT	EMT	EMT	EMT
Miller, D 591	Wheless, R 599	Vacant 1940	
EMT	EMT	EMT	EMT
		Vacant 597	

Physician Assistant	Coordinator	Pharmacy Tech	Admin. Spec.
New General Fund Position	Amstead 317	Vacant 334	Simmons 331

Lieutenant
Brumleve, M (PO)
573

Discipline	Reception "B"	Control Room
Tuggle, K 387	Nash, J 322	Bridges, M 356
Fire/Safety	Reception "B"	Control Room
Irving, N 472	Easterwood, B 589	Myers, E 361
FTO Lead	Reception "B"	Control Room
Allison, K. 554	Vacant 337	Kelley, L 363
Grievance	Reception "C"	Control Room
Maddux, Z 395	Wilson, L 318	Luna, M 378
GED	Reception "C"	Control Room
Espinosa, D 423	Marinova, A 336	Hunter, L 380
Educ. Coord.	Reception "C"	Control Room
Massey, R 1938	Barrientez, T 320	Pham, L 400
	Reception	Control Room
	Melby, S 324	Roper, E 409
		Control Room
		Thompson, D 411
		Control Room
		Marciel, Z 507
		Control Room
		Hoffman, N 585
		Control Room
		Mora, D 466
		Control Room
		Vacant 419

Lieutenant
Schmidt, P (PO)
574

Sergeant
Macik, T
1870

Sergeant
Mobley, J
612

C/O	Property "A"	Mail Room
Richardson, S 398	Rudolph, G 475	Gonzalez, E 323
C/O	Property	
Crenshaw, T 425	Vizi, C 321	
C/O	Property	
Seifert, D 494	Colyer, K 333	
C/O	Property	
Vasquez, J 510	Smith, K 327	
C/O	Property	
Curtin, E 418	Luna-Mota, N 316	
C/O	Property	
Vacant 508	Lavender, A 329	
	Property	
	Knight, K 12/01 325	

Inventory Coord.
Vacant
335

Deployment

Name/date=Leaving

Name/date = Starting/Transfer

Full Time Position - Not Certified

Female

Sr. Admin Spec.
Admin. Spec.
CRO

Staffing Adjustment Request Form

Purpose: To request adjustment/reclassification to a current position or to request a new position.

A continued focus of the budgetary process is to evaluate the current effectiveness of our staffing needs. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.

All requests for staffing changes must include one form per request and *be attached to its own Change Request in Questica.* All requests must include performance measures or goals as they correlate to the Williamson County Strategic Plan.

Department Information	
Date of Request: 02/26/2024	
Department: Sheriff's Office/Corrections	Contact Name: Kathleen Pokluda
New Position Priority *(If requesting more than one position, please rank requests)*:	
Type of Request: ☐ New Position ☐ New Initiative ☐ Reduction in Headcount ☒ Conversion ☐ PT to FT Conversion ☐ Reclassification (Grade, Salary, Title Change)	

Requested Action	
CURRENT POSITION (If applicable)	**NEW REQUESTED POSITION**
Position Control Number (PCN): 2005.001100 **Position Title & Grade:** CCG Physician Assistant	**Position Title and Grade/Step:** B.44
Position Type: ☒ Full-Time ☐ Part-Time ☐ Temporary	**Position Type:** ☒ Full-Time ☐ Part-Time ☐ Temporary
Funding: ☐ Current General Fund ☒ Grant Funds ☐ Other Vacancy: ☐ Other:	**Funding:** ☒ Current General Fund ☐ Grant Funds ☐ Other Vacancy: ☐ Other:
Current Salary: $133,673.28	Proposed Salary: $131,696.71
Proposed Effective Date (If other than October 1): January 1st, 2025	

Brief Summary of Request (to include description of the need for the requested position to include 5 primary important functions of this position. Please include the percentage of time spent on each function).

There is a need in the jail for a higher level of medical care for inmates at the Williamson County Jail. A Physician's Assistant will be able to provide needed quality care for inmates and reduce the number of times inmates are transported to local hospitals.

1. Provide Medical assessments - 25%
2. Provide Mental Health assesments - 10%
3. Provides allowed diagnosis - 15%
4. Provides required treatments upon diagnosis - 10%
5. Provides support for the contracted Primary Care Physician and Psych Doctor - 40%

Description of Request

Link to Strategic Plan

Select the appropriate Strategic Plan Initiative and explain how this request supports the County's or your department's Strategic Plan?

■ Financial Sustainability ■ Strong Community Safety ☐ High Performing Government ☐ Customer Focused Workforce ☐ Thoughtful Growth ☐ Innovative and Modern Facilities

Brief Explanation:

This request will decrease workload and backload of doctor calls. This will also decrease overtime revenue utilized by our deputies and offices due to hospital and other facility trips and stays.

Describe the benefits of this request

How will the addition of this position or change strengthen and/or benefit the department (efficiencies, increased revenue generation, increased service levels, etc)?

The use of a Physician's Assistant would increase the number of inmates seen for routine and emergent medical conditions. This will streamline and increase our current business model. It will decrease the need for hospital send outs by having a midline provider to determine a manageable cure plan. It will decrease the amount of medical grievances and the wait time for medical care exponentially.

Collaboration and Impacts

Was this proposal discussed with other departments/agencies that provide similar or supporting services that could be impacted? Please describe the impact and list the other departments/agencies and their points of contact. Suggest ways departments/agencies may be able to collaborate/cost share to ensure success of the proposal. Consider the strain on other services, duplication of services, etc.

For example: If a new court were to be created, the District Attorney's Office, the County Attorney's Office, the District Clerk's Office, Bailiffs and the County Clerk's Office would be impacted because they would have an additional court/customer to which they would need to provide services. Their workloads would be affected, and they may or may not currently have the resources to handle an additional customer.

Working with the contracted Primary Care Physician, contracted Psych. Doctor and MHMR, the proposal of this position will reduce the workload for Medical Officers and deputies so they can be focused on other assigned tasks in and outside the facility.

☐Have you attached or listed below Department Performance Measures and/or Justification for this request?

Space Allocation

If requesting a new position, is office space currently available? ■ Yes ☐ No

If **yes**, describe where: Williamson County Jail Medical Department

If **no**, describe plan to acquire space for this proposal. Identify proposed position location and list cost of renovations, if any, in the Questica Change Request.

Disclaimer: Estimating equipment costs does not guarantee the purchase is approved. Proper purchasing protocol must be followed.

If you have any questions or need assistance when filling out this form, please do not hesitate to contact the Budget Office: Saira Hernandez (x33756), Sarah Crain (x31453), Ashlie Holladay (x31551)

When this electronic form has been completed, please submit in: Questica Change Request

In addition to this request form, please see chart below for additional information that may be required:
Please note – We are requesting PCNs to be listed with position titles in Organizational Charts

Request Code	Request Type	Explanation of Request Type	Required Documentation
NEW	New Position Request	Add an additional PT or FT employee to your department/office	Staffing Modification Form Job Description Current & Proposed Org Chart
CUR	Current Position Changes	Make a change to an existing PCN (ie. stipends and/or supplements)	
RCL	Reclassification	Make a minor change to an existing PCN job description (including title, grade, and possibly exemption status). *Rarely done outside the salary study. Please refer to EPM*	HR Reclassification Form Current Job Description New Job Description Current & Proposed Org Chart
CONV	Conversion	A significant change to the job description (usually 40% or more), that includes the addition or deletion of significant duties or responsibilities. Will include title, grade and/or FLSA status change. If the conversion results in a position change that is not consistent with original intent of the position, it will be reviewed by the Budget Office.	Staffing Modification Form Current Job Description New Job Description Current & Proposed Org Chart
INIT	New Initiative	Request departmental projects over and above normal operations (ie. Forming a call center involving new staff and equipment/furniture)	Staffing Modification Form Job Description Current & Proposed Org Chart
SAL_ADJ	Payroll Line Adjustment	Should be used for Payroll line items that are not attached to a PCN (ie. Overtime; Temp Labor)	
PT_FT	Part Time to Full Time	Request converting a PT position to a FT position.	Staffing Modification Form Job Description Current & Proposed Org Chart
CAP	Capital	CIP project request reviewed by Commissioners CT outside of operating budget	CIP Request Form Supporting Docs/Pictures Quotes
FAC	Facilities Enhancements	A routine maintenance/repair request to your office submitted to Facilities	FE Request Form Supporting Docs/Pictures Quotes
CL	Career Ladder Changes	Request a new title/grade for a specific PCN on an approved Career Ladder	Copy of CL Policy (If Available)

Commissioners Court - Regular Session **39.**

Meeting Date: 03/05/2024

Opiela Engagement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Eric Opiela PLLC to represent and provide legal advice to Williamson County in relation to election law matters and future matters at the request of the Williamson County Commissioners Court through its General Counsel's Office; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Opiela PLLC Engagement Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 09:44 AM
Form Started By: Hal Hawes		Started On: 02/29/2024 09:08 AM
Final Approval Date: 02/29/2024		

Eric Opiela PLLC
ATTORNEY AND COUNSELOR AT LAW
9415 OLD LAMPASAS TR.
AUSTIN, TEXAS 78750

Telephone: 512.791.6336 **E-mail: eopiela@ericopiela.com**

February 26, 2024

Williamson County, Texas
C/O: Judge Bill Gravell, Jr.
Williamson County Judge
710 Main Street
Georgetown, TX 78626

Re: Engagement re: Election Law Representation

Dear Judge Gravell,

This letter is to confirm that I agree to perform and Williamson County, Texas ("County") agrees to pay me for legal services generally described as representation and legal advice to the County in election law matters (the "Matter") in addition to future matters at the request of the Williamson County Commissioners Court through its General Counsel's Office. It is important that the County understand that I cannot promise or guarantee any specific outcomes or results. However, I will do my best to represent the County's interests.

Cooperation. It is essential for the County to fully disclose all facts related to the Matter in the most accurate detail possible. By signing this engagement letter, the County has have agreed to cooperate with me fully by notifying me of any changes or developments related to the Matter and to make itsrepresentatives available to attend meetings, conferences, hearings and other proceedings as may be needed.

Communication: So that communication may be made in a timely manner, I will frequently use a cellular telephone, electronic mail, and facsimile transmissions for internal and external communications. As you may know, it is possible, with certain software or equipment, for these types of transmissions to be intercepted by third parties. Unless the County notifies me in writing immediately that it does not agree to this, your signature on this engagement letter authorizes me to use these forms of communication as indicated.

Fee Structure. The hourly rate for services is $450, billed in quarter-hour increments, inclusive of all fees and expenses. The County also agrees to pay for reasonable and necessary expenses in conjunction with the Matter, including but not limited to filing fees, travel, and duplication expenses.

Payment. Just as the County expects to receive my professional legal services in a timely and proficient manner, my expectation is to be compensated in a timely and suitable manner. Payment will be due per the schedule above. I reserve the right to withdraw from this agreement if, among other things, the County fails to honor the terms of this engagement letter, including payment.

BOARD CERTIFIED®
Texas Board of Legal Specialization
LEGISLATIVE AND CAMPAIGN LAW

Conflicts of Interest. I will take into account the rules of professional conduct and professional ethics when evaluating potential conflicts of interest. It is possible that, based on the results of the evaluation, I may have to decline to represent the County or another client or both to fulfill this professional commitment. It is in no way a reflection on you or the other client or the validity of the matters being represented.

Withdrawal or Termination. If the County no longer requires my professional services or should my continued representation no longer be possible, this agreement may be terminated prior to the conclusion of the Matter by either party by written notice. This would include your failure to pay for fees and services rendered on the County's behalf or its failure to cooperate or follow my advice on any material matter or any circumstance that would, in my view, render our continuing representation unlawful, ineffective or unethical. Any such termination or withdrawal of counsel does not relieve the County of the obligation to pay for the legal fees incurred and services performed on your behalf as of the date of termination or withdrawal.

Client Documents. I will attempt to electronically maintain all documents furnished to me by the County in the client files for this Matter. At the conclusion of the Matter (or earlier if appropriate), it is the County's obligation to advise me as to which, if any, of the documents in my files it wants me to return to it. I may keep copies thereof to the extent I believe advisable for my records. I will retain any remaining documents in my files for a time certain and will ultimately return them to you or destroy them in accordance with the established record retention program schedule then in effect for my firm.

Publications. Unless the County grants me permission to make reference to our professional relationship I will not disclose this representation unless required by law or it is necessary to properly perform the representation.

Execution of Agreement. If the County agrees with the terms set out in this letter of engagement and agree to the terms and conditions it contains, please indicate its approval by signing a copy of this engagement letter in the space provided below. Then, return the signed letter to me either at the address on this letterhead either by United States Postal Service mail or by sending a scanned signed copy to my electronic mail address. Please keep a copy for your files.

I am honored to have this opportunity to represent and serve the County. Please contact me immediately if you have any questions concerning the terms of this agreement.

Very truly yours,

ERIC OPIELA PLLC

By: _____
Eric Opiela
Texas Bar No. 24039095

Understood and Agreed:

WILLIAMSON COUNTY, TEXAS

_____
Judge Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session **40.**

Meeting Date: 03/05/2024

HIPAA Business Associates Agreement

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 HIPAA Business Associates Agreement between Williamson County and the Williamson County and Cities Health District.

Background

The 2023-2025 Williamson County Community Health Improvement Plan (CHIP) lists "Mental Health and Well-being" as a top health priority of the county. Two objectives of the CHIP are "to reduce the stigma of seeking behavioral health services by increasing public awareness that mental healthcare is an important part of overall healthcare and wellness." (Goal BHTF 3) and "Williamson County will work with mental health providers, non-profits, churches, schools, first responders, and the justice system to increase knowledge of risk factors of suicide and lifesaving resources available" (Goal BHTF 4). One strategy identified to help achieve these goals was to establish a subcommittee to increase knowledge of risk factors of suicide and lifesaving resources available. The outline of a Suicide Fatality Review Committee that can help accomplish these goals is below:

Mission: To review Williamson County suicide fatality data, to discuss and develop actions to improve agency and organizational suicide prevention measures
Vision: A system that excels in providing suicide fatality prevention efforts
Why: Suicide fatality is a growing, preventable cause of death in our county and the entire country. In 2021 in Williamson County, suicide was among the top ten leading causes of death for people age 10-64, and the 2nd leading cause of death for persons ages 10-14 and 20-34. Suicide mortality rates across the state of Texas have increased by over 36% over the past ten years. Local resources and support are available to those who are struggling, but a rising local suicide fatality rate indicates there is more that can and should be done to ensure appropriate and timely connection to care and to deter suicidal behavior.

Anticipated Participants:

Health District Data Analysts/Epidemiologists
County Law Enforcement
Justices of the Peace
Emergency Medical Services
Emergency Communications
Bluebonnet Trails

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HIPAA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/28/2024 04:18 PM
Form Started By: Pierce Kathy		Started On: 02/28/2024 09:42 AM

Final Approval Date: 02/28/2024

HIPAA BUSINESS ASSOCIATE AGREEMENT
(Suicide Data Sharing Collaboration)

This HIPAA Business Associate Agreement ("Agreement") is entered into between Williamson County & Cities Health District ("Covered Entity") and Williamson County, Texas ("Business Associate") (collectively, the "Parties"), effective as of the Effective Date.

1. Business Associate(s) Obligations. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, protected health information ("PHI") and electronic protected health information ("EPHI"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements") as if the PHI were used or disclosed by Covered Entity in the same manner.

2. Use of PHI. Covered Entity is the recipient of data from the Texas Department of State Health Services, some of which is PHI, which Covered Entity is utilizing for the purpose of a public health activity, within the contemplation of 45 CFR 164.512, specifically the collection, investigation, analysis, and sharing of data relating to suicides, for the purpose of suicide prevention (the "Suicide Prevention Study Project" or the "Project"). Business Associate agrees to use PHI provided to Business Associate solely for the purpose of assisting Covered Entity with the Project, and in doing so agrees to comply with Subpart C of Title 45, Subtitle A, Subchapter C, Part 164 of the CFR. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) for the purposes described in Section 2.1, (ii) for Data Aggregation Services (as hereinafter defined) , and (iii) as necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted. Covered Entity and Business Associate contemplate that Business Associate's departments listed in Exhibit "A" will be the recipients of data under this Agreement.

2.1 Covered Entity and Business Associate agree that the PHI contemplated under this Agreement will be utilized for the Project, including for the following purposes:

(i) Cross-referencing decedent data with individuals in the records of Business Associate, to determine if the decedent interacted with Business Associate;
(ii) Determine what resources of Business Associate, if any, were utilized by the decedent; and
(iii) Share relevant information with the suicide fatality committee, so as to better promote or coordinate suicide prevention resources across departments.

2.2 Oral or written presentations containing or derived from PHI from Covered Entity and that are intended for release or disclosure to the public, including but not limited to compilations, intended publications, articles, or studies of the results of any analyses completed by Business Associate, or at the direction of Business Associate, will be submitted by Business Associate to Covered Entity for review and approval prior to release or publication of the same. This Section 2.2 does not apply to oral or written presentations containing only (i) aggregate data concerning health conditions required to be reported by applicable statutes or regulations, or (2) de-identified health information, as that term is defined in 45 CFR § 164.514.

3. Disclosure of PHI. Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third-party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law.

3.1 Business Associate shall not disclose PHI to any other person and shall provide that its directors, officers, employees, subcontractors, and agents do not disclose PHI to any other person (other than members of their respective workforce as specified in subsection 3.1(ii) below), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:

(i) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee;

(ii) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and

(iii) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

3.2 Business Associate shall not disclose PHI to any member of its workforce and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has advised such person of Business Associate's obligations under this Agreement, and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them. Business Associate shall take and shall provide that each of its subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement.

3.3 In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent commercially practical, harmful effects that are known to Business Associate and are the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. Access to and Amendment of PHI. Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity; and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within seven (7) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of the later of (a) such request by Covered Entity or (b) the date as of which Covered Entity has provided Business Associate with all information necessary to make such amendment. Business Associate may charge a reasonable fee based upon Business Associate's labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies). Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by Covered Entity.

5. Accounting of Disclosures. Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

6. Records and Audit. Business Associate shall make available to the United States Department of Health and Human Services (HHS) or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.

7. Implementation of Security Standards; Notice of Security Incidents. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST') concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the

date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

8. Data Breach Notification and Mitigation.

8.1 HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. § 164.402. Specifically, a breach is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including EPHI, which compromises the security or privacy of the PHI/EPHI. A breach compromises the security or privacy of PHI/EPHI if it poses a significant risk of financial, reputational, or other harm to the individual whose PHI/EPHI was compromised (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. § 164.404, as described below in this Section 8.1, governs the determination of the date of discovery of a HIPAA Breach. In the event of any conflict between this Section 8.1 and the Confidentiality Requirements, the more stringent requirements shall govern.

8.2 Discovery of Breach. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than five (5) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Business Associate.

8.3 Reporting a Breach. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate will provide Covered Entity with:

(i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);

(ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;

(iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);

(iv) a brief description of what Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and

(v) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

9. Termination.

9.1 This Agreement shall commence on the Effective Date.

9.2 Upon the termination of the applicable Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party. In addition, Covered Entity may terminate this Agreement if it determines that Business Associate has violated a material term of this Agreement.

9.3 Upon termination of this Agreement for any reason, Business Associate agrees:

(i) to return to Covered Entity or to destroy (to the extent permitted by law) all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or the agents of Business Associate. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at http://www.csrc.nist.gov/; or

(ii) in the case of PHI which is not feasible to "return or destroy," to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. Miscellaneous.

10.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Covered Entity:

Williamson County & Cities Health District
Attn: Caroline Hilbert, Executive Director
355 Texas Avenue
Round Rock, Texas 78664

Business Associate:

Williamson County
Attn: Hon. Bill Gravell, Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

10.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

10.3 Assignment**.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

10.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

10.5 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective

successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

10.6 Governing Law. Both Parties agree that Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas. Both Parties expressly consent to the jurisdiction of the state and federal courts located in Texas. The Parties further agree that the exclusive venue for the resolution of any dispute relating to the subject matter of this agreement shall be in the state courts located in Williamson County, Texas and in the federal courts in Travis County, Texas.

10.7 Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

10.8 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 document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format **(**".pdf**')** form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

10.9 Definitions. For the purposes of this Agreement, the following definitions shall apply:

(i) *"Business Associate(s)"* shall have the meaning given to the term "Associate" under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(ii) *"Covered Entity"* shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(iii) "*Data Aggregation Services*" shall mean the combining of PHI or EPHI by Business Associates with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.

(iv) *"Electronic Protected Health Information"* or *"EPHI"* shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164, and under HITECH.

(v) *"Privacy Rule"* shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160, 162 and 164.

(vi) *"Security Rule"* shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.

(vii) *"Protected Health Information"* or *"PHI"* means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. *[45 CFR §§160.103 and 164.501.*

(viii) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The U.S. Department of Health and Human Services ("HHS") interim final rule at 74 Fed. Reg. 42,740 implements the security breach notice provisions of HITECH.

(ix) Any other capitalized term not otherwise defined in this Section 13.10 or this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable.

IN WITNESS THEREOF, the parties hereto have duly executed the Agreement as of the latest date set forth below ("Effective Date").

FOR COVERED ENTITY:
WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

By: _____
Caroline Hilbert, Executive Director

02/28/2024
_____
Date

FOR BUSINESS ASSOCIATE:
WILLIAMSON COUNTY

By: _____
Bill Gravell, County Judge

_____
Date

EXHIBIT "A"
LIST OF WILLIAMSON COUNTY DEPARTMENTS RECEIVING PROTECTED HEALTH INFORMATION UNDER THIS AGREEMENT

- Attorney's Office
- Emergency Communications
- Emergency Medical Services
- Justice Courts
- Sheriff's Office

Commissioners Court - Regular Session **41.**

Meeting Date: 03/05/2024

ARPA Agreement BTCS

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 the American Rescue Plan Act (ARPA) subrecipient agreement with Bluebonnet Trails Community Services for Primary Care Integration, Diversion Center Expansion, Withdrawal Management and Adult Respite Safety.

Background

This is a follow-up ARPA subrecipient agreement for funding previously allocated by the Commissioners Court on December 19, 2023. Legal and the Auditors Office have reviewed the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARPA Subrecipient Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:29 AM
Form Started By: Pierce Kathy		Started On: 02/28/2024 05:54 PM
Final Approval Date: 02/29/2024		

SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND BLUEBONNET TRAILS COMMUNITY SERVICES
FOR PRIMARY CARE INTEGRATION, DIVERSION CENTER EXPANSION, WITHDRAWAL MANAGEMENT AND ADULT RESPITE SAFETY

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

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Bluebonnet Trails Community Services ("SUBRECIPIENT"), a Texas nonprofit 501(c)3 tax-exempt organization, (collectively, the "Parties"), and shall be effective on May 1, 2023 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

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

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

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

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

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

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

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

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW

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

SUBRECIPIENT will provide integration of primary care with behavioral health services in Round Rock, Jarrell and Cedar Park locations; increase the capacity at the Diversion Center to fourteen (14); provide equipment and supplies for persons withdrawing from addiction; and provide safety enhancements to the Adult Crisis Respite Unit.

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

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

II.
PAYMENT

The COUNTY shall make available an amount of up to **$288,650 (TWO HUNDRED, EIGHTY-EIGHT THOUSAND, SIX HUNDRED AND FIFTY DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. List with non-identifiable information that includes number of clients assisted with shelter
iii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iv. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
v. Invoices of all other expenditures
vi. Proof of payment of all expenditures

III.
TERM/TERMINATION

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

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

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

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

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

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

IV.
AMENDMENTS

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

V.
STANDARDS FOR FINANCIAL MANAGEMENT

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

SUBRECIPIENT shall maintain an effective accounting system, which will:

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

VI.
MONITORING

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

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or

ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

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

IX.
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

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

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

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

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

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

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

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

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

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

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

XII.
INDEPENDENT CONTRACTORS

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

XIII.
SUBCONTRACTING AUTHORITY

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

XIV.
DOCUMENTATION

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

XV.
FORM 1295 COMPLIANCE

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

XVI.
NOTICE

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

County;

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

and

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

Subrecipient:

Bluebonnet Trails Community Services
c/o Andrea Richardson - CEO
1009 North Georgetown Street
Round Rock, Texas 78664

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2024

SUBRECIPIENT:

Bluebonnet Trails Community Services

_____
Authorized Signature

Andrea Richardson, Chief Executive Officer
Printed Name

Date: February 19, 2024

APPENDIX A – Scope of Services
BLUEBONNET TRAILS COMMUNITY SERVICES
FOR PRIMARY CARE INTEGRATION, DIVERSION CENTER EXPANSION, WITHDRAWAL MANAGEMENT AND ADULT RESPITE SAFETY

Major activities of this investment are to improve the wellbeing and safety of persons and/or community. SUBRECIPIENT commits to the following.

Primary Care Integration with Health – Purchase of medical equipment for Round Rock, Jarrell, and Cedar Park locations.

Round Rock		**Jarrell**		**Cedar Park**		**Taylor**	
EKG	$3,000	EKG	$3,000	EKG	$3,000	ECW Tablet	$1,000
Ophthalmoscope & Otoscope + Tips	$1,450	ECW Tablet	$1,000	ECW Tablet	$1,000	EKG	$3,000
Exam Table + Supplies	$9,000	Freezer	$200	Tele-video Station	$1,000		
Well Women's Supplies	$1,000						
Pedi Scale	$500						
Pedi Exam Table	$1,000						
ECW Tablet	$1,000						
Refrigerator + Freezer	$1,500						
Subtotal:	$18,450	**Subtotal:**	$4,200	**Subtotal:**	$5,000	**Subtotal:**	$4,000
Cumulative Total:	**$31,650**						

Diversion Center Expansion – Expanding access to allow Subrecipient to serve up to fourteen (14) individuals at a time. The cumulative total for the following activities is $227,000. Major activities will include:

- Construction of an additional bathroom and seating areas to meet expansion criteria and standards of Texas Health and Human Services for 23-Hour Observation Units.
- Addition of walkway connecting Diversion Center and Adult Crisis Respite Units.
- Purchase of metal detecting wands to increase safety of participants and staff.
- Monitor and storage for security camera feed.
- Fencing of patio at Diversion Center to allow outside crisis management, when clinically appropriate.
- Additional evidenced-based training for Diversion Center staff.

Withdrawal Management – Equipment and supplies for personal withdrawing from addition. The cumulative total for the improvements to this program is $10,000.

Safety Enhancements at Adult Crisis Respite Unit – Safety enhancements for improved safety of patients and program staff. The cumulative total for the following activities is $10,000. Major activities will include:

- Safety enhancements in the dining room and the kitchen space.
- Safety enhancements of building access, with conversion of all exterior doors to badge access controlled.

APPENDIX B – Program or Project Budget/Allowable Expenses
Bluebonnet Trails Community Services
FOR PRIMARY CARE INTEGRATION, DIVERSION CENTER EXPANSION, WITHDRAWAL MANAGEMENT AND ADULT RESPITE SAFETY

(Incorporated herein as if copied in full)

BUDGET FOR PRIMARY CARE INTEGRATION, DIVERSION CENTER EXPANSION, WITHDRAWAL MANAGEMENT AND ADULT RESPITE SAFETY:

The COUNTY's financial investment will provide increased access and safety improvements in the following categories of services for Williamson County residents, as described with Appendix A, Scope of Work.

SERVICE CATEGORY	PERSONS TO BE SERVED	ALLOCATED FUNDING
Primary Care Integration with Behavioral Health	600	$31,650
Diversion Center Expansion	50	$227,000
Withdrawal Management	90	$10,000
Adult Crisis Respite Unit	235	$20,000
TOTAL NOT TO EXCEED AMOUNT		**$288,650**

TOTAL NOT TO EXCEED $288,650

Commissioners Court - Regular Session **42.**

Meeting Date: 03/05/2024

Approval of Contract for Construction for TD Industries, Inc. for Jail North HVAC Upgrades for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Construction #2024148 with TD Industries, Inc. for the Jail North HVAC Upgrades for Facilities Management in the amount of $144,200.00, pursuant to Cooperative Purchasing BuyBoard Contract Number #720-23, and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and TD Industries, Inc., relates to the Jail North HVAC, upgrades, located at306 W 4th St, Georgetown, TX 78626. Funding Source is 01.0100.1008.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - TD Industries, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 04:34 PM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:06 AM
Form Started By: Stacian Williams		Started On: 02/23/2024 02:58 PM
Final Approval Date: 02/29/2024		

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CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – BuyBoard – Contract Number #720-23)

PROJECT: **Jail North HVAC Upgrades** ("Project")

GENERAL CONTRACTOR: **TD Industries, Inc.** ("GC")
Billy Teston, Director, Service Operations
13200 Center Lake Drive, Ste. 200
Austin, TX 78753

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.

RECITALS

WHEREAS, County desires to retain a GC for the **Jail North HVAC Upgrades, which generally consists of the replacement of ten (10) existing inline outdoor air supply fans and ten (10) electric duct heaters** (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:

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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.

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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 **two hundred thirty-eight (238) 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.

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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.

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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-Four Thousand Two Hundred Dollars ($144,200)**.

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 **aging conditions of the MAU's coupled with the limited time constraints of fiscal year funding** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Fourteen Thousand Four Hundred Twenty Dollars ($ 14,420.00)** 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.

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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

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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:

TD Industries, Inc.
Billy Teston, Director, Service Operations
13200 Center Lake Drive
Austin, TX 78753

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street

DocuSign Envelope ID: C0B7205F-640F-41DE-B619-904909EA7BF1

Georgetown, Texas 78626

GC: TD Industries, Inc.
13200 Center Lake Drive
Austin, TX 78753

Attention: Billy Teston
Director, Service Operations

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

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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. **Cooperative Purchasing – BuyBoard – Contract Number #720-23**
3. Exhibit A – Construction / Design Documents
4. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
5. Exhibit C – Williamson County Vendor Reimbursement Policy
6. Exhibit D – Williamson County Uniform General Conditions

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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;
5. The Construction / Design Documents; and
6. **Cooperative Purchasing – BuyBoard – Contract Number #720-23**

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:
TD Industries, Inc.

By: DocuSigned by: Lauren Turner E2A9C06477804D1...
Signature

Lauren Turner
Printed Name

Executive Vice President
Title

Date Signed: 2/14/2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

DS BT

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EXHIBIT A

CONSTRUCTION / DESIGN DOCUMENTS

Attach documents below:

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Scope of Work

FY24-North Jail HVAC Upgrade

Originated by: Approved by: Revision No. 1	Date Originated: Date Approved: Revision Date: 10/31/2023.

1.0 Purpose:

Upgrade the outside air system to the North end of the Jail HVAC system.

2.0 Project Completion Term:

Project shall be complete within 120 calendar days from the date the purchase order was emailed and notice to proceed provided.

3.0 Scope:

Remove existing outside air fans, electric block heaters, and dampers identified on existing drawings as "OAF (Outside Air Fan) and EDH (Electric Duct Heater). Install new fans, motors, duct heaters, motorized dampers, and temperature sensors according to drawings (Jail NORTH HVAC Repairs_DRWG_2023.10.31) Install block heaters on two first floor existing outside air handler units.

Specific Scope Details:

1. First Level:

a. Provide all necessary electrical and mechanical labor and material to install new block heaters, motors, and fan cages, in duct supplying outside air from units 1.1 and 1.2. Provide control devices necessary to integrate into existing BAS system (Automated Logic). Scope will include adding all necessary trades involved in performing this scope, i.e., ceiling acoustical, fire alarm, fire sprinkler, electrical, plumbing, controls. Sequence of operation to be determined by owner's representative, Automated Logic representative and Installing contractor.

b. Provide analysis, scope desrciption, and cost to install block heaters in Aaon 1 and Aaon 2 duct. Provide all necessary trade related aspects including ceiling work, electrical, mechanical, controls, fire sprinkler, fire alarm, needed to perform the installation to completion. Sequence of operation to be determined by owner's representative, Automated Logic representative and Installing contractor.

2. Second Level:

a. Provide all necessary electrical and mechanical labor and material to install new block heaters, fans, motorized dampers, temperature sensors, and controls that tie to existing BAS system (Automated Logic) in duct supplying outside air from units 2.1, 2.2, 2.3, 2.4. Provide control devices necessary to integrate into existing BAS system (Automated Logic).

Sequence of operation to be determined by owner's representative, Automated Logic representative and Installing contractor.

3. Third Level:

a. Provide all necessary electrical and mechanical labor and material to install new block heaters, fans, motorized dampers, temperature sensors, and controls that tie to existing BAS system (Automated Logic) in duct supplying outside air from units 3.1, 3.2, 3.3, 3.4. Provide control devices necessary to integrate into existing BAS system (Automated Logic).

Sequence of operation to be determined by owner's representative, Automated Logic representative and Installing contractor.

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4.0 Contractors Responsibilities:

a. Secure, remove, reclaim, lockout/tagout, existing piping, wiring, controls, electrical power, and any potential hazardous energy sources prior to working on or around the electrical system. Williamson County Facilities Management representative will be notified prior to the securing of any electrical circuit(s).
b. All work shall be completed in a manner of workmanship that reflect full journeyman capabilities in the required trade and world meet industry standards.
c. Work area shall be left in a clean and safe manner at end of each workday.
d. Provide cost estimate(s) for repairs and/or modifications outside the scope of original quote.
e. Disposal of all removed equipment and material from Williamson County premises.
f. Safety equipment necessary to perform all functions related to this specific scope of work.
g. Communicate with Williamson County representative 30 minutes prior to arrival on-site and 30 minutes prior to departure via: phone, text, or in person.

5.0 Owners Responsibilities:

a. Provide Purchase Order (PO) with notice to proceed before any work is to be scheduled/started.
b. Provide site access to all authorized contract personal to all work-related spaces.
c. Continually evaluate performance in terms of effectiveness and safety and require changes as necessary.
d. Schedule site inspection with Contractor Quality Assurance Representative (CQAR) to review entire project performed under this Scope of Work document within two (2) business days of notification from Contractor that project is complete. If items are identified as deficient, either the CQAR will correct upon discovery, or a post site visit will be scheduled to correct any issues within 7 business days.

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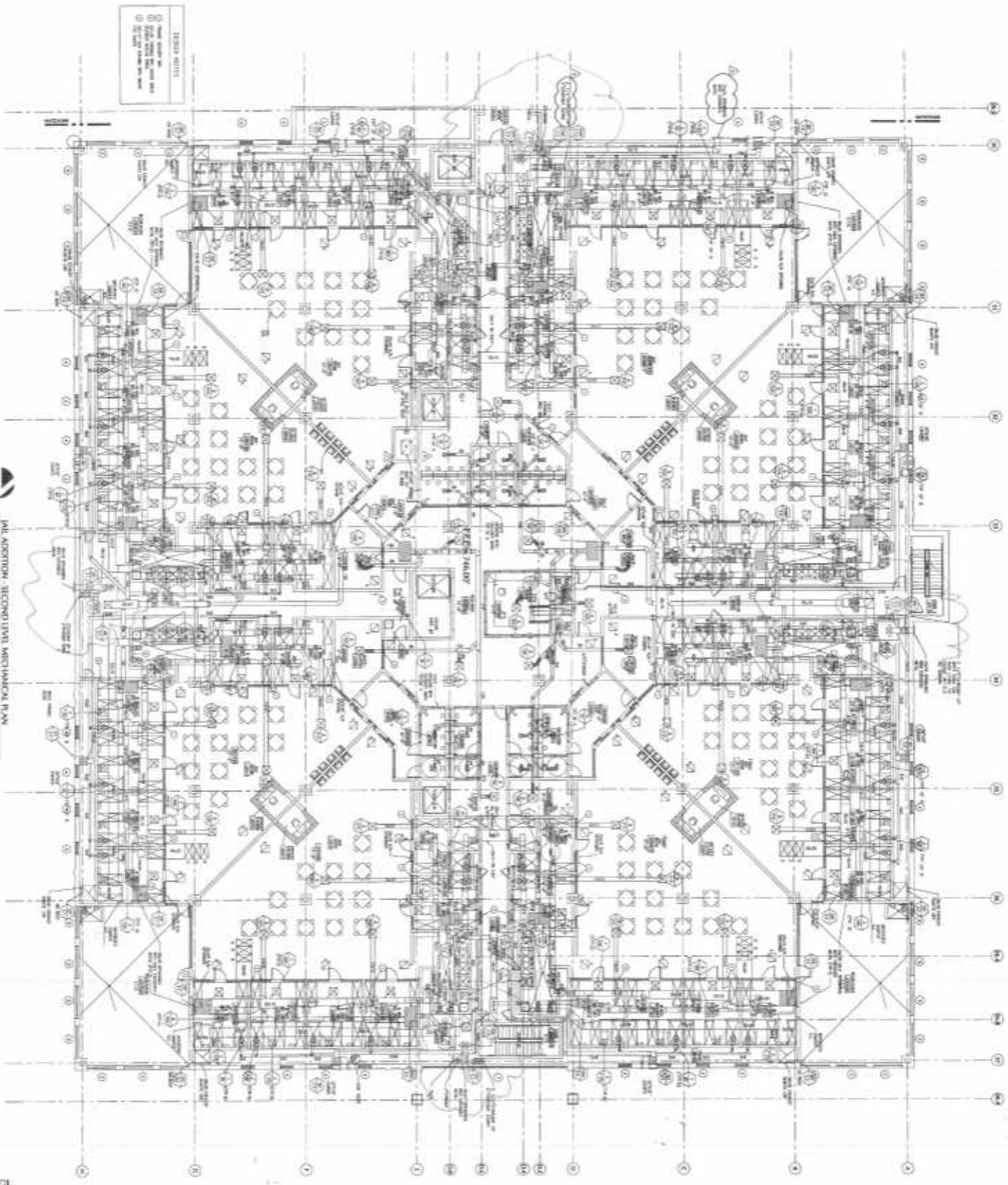
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JUSTICE CENTER EXPANSION PROJECT - VOLUME 1
JAIL RENOVATION, JAIL ADDITION, & PARKING GARAGE
GEORGETOWN, TX

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JAIL ADDITION - FIRST LEVEL MECHANICAL PLAN

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JAIL ADDITION - SECOND LEVEL MECHANICAL PLAN

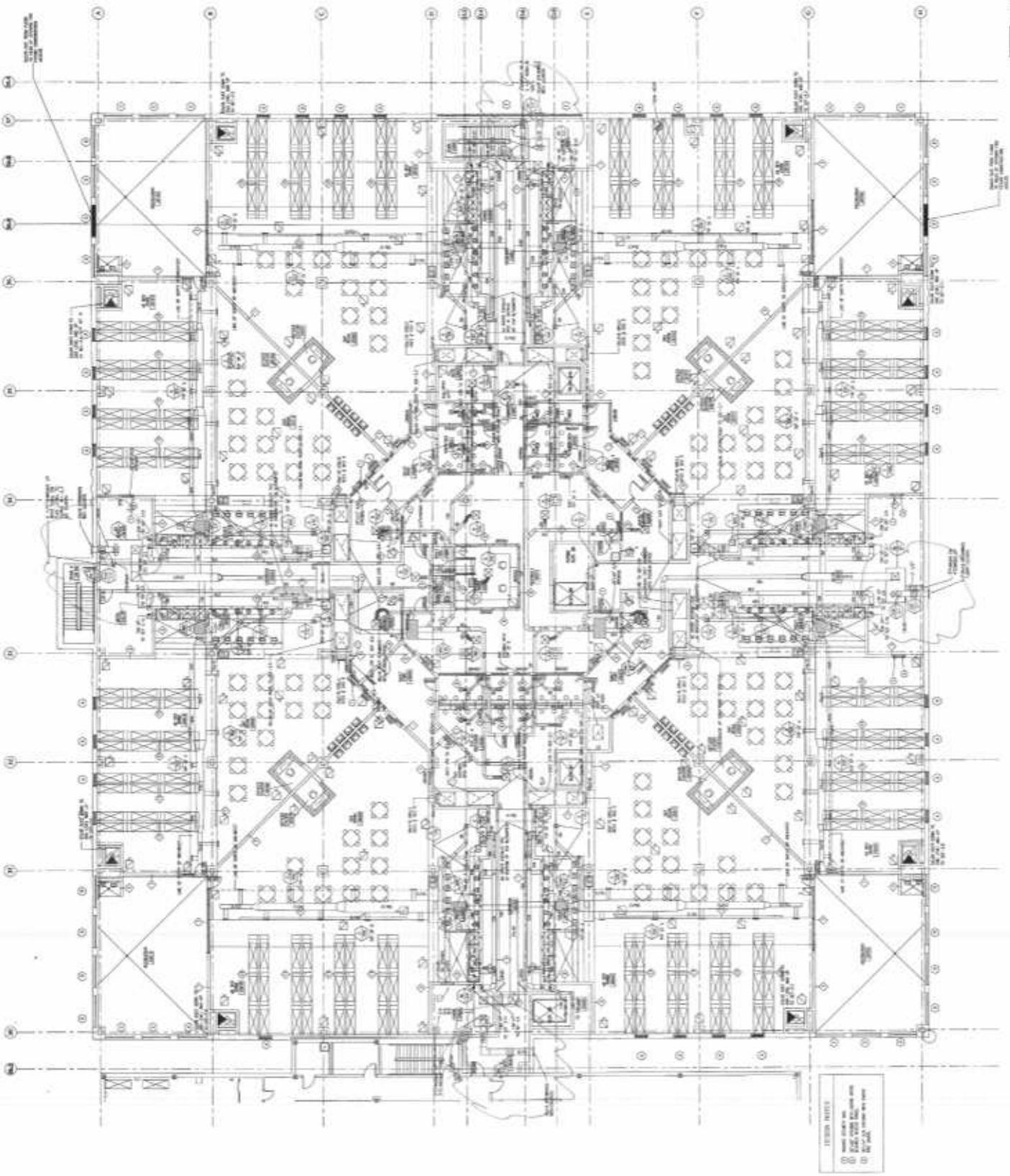
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JAIL ADDITION - THIRD LEVEL MECHANICAL PLAN

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WILLIAMSON COUNTY

JUSTICE CENTER EXPANSION PROJECT - VOLUME 1
JAIL RENOVATION, JAIL ADDITION, & PARKING GARAGE
GEORGETOWN, TX

Durrant

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GENERAL NOTES AND SPECIFICATIONS

SYMBOL AND ABBREVIATIONS

NOTE:

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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.

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	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

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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.

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(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.

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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;

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(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,

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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.

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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.

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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.

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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

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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

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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.

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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

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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

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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,

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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

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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

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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.

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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.

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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

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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.

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.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**.

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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.

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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.

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.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

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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.

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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

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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.

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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**.

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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.

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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

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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.

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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.

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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

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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.

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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,

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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.

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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,

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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**.

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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

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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

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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

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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**.

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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**.

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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.

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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;

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.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;

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.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

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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.

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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

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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.

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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**

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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.

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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.

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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:

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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.

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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

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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;

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.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

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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

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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.

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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.

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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

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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

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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.

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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;

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.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

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policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

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person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.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.

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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.

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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.

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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.

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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

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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

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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

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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

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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.

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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

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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,

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.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,

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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.

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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

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.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.

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Certificate Of Completion

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Document Pages: 100
Signatures: 1
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
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Electronic Record and Signature Disclosure: Accepted: 2/14/2024 10:05:38 AM ID: f06eedad-d384-4e11-916d-a7be1041bf4a		
Lauren Turner lauren.turner@tdindustries.com Vice President TDIndustries Security Level: Email, Account Authentication (None)	DocuSigned by: Lauren Turner E2A9C06477804D1... Signature Adoption: Pre-selected Style Using IP Address: 50.84.236.102	Sent: 2/14/2024 10:05:51 AM Viewed: 2/14/2024 11:10:07 AM Signed: 2/14/2024 11:10:12 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

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Jeff Halvodson jeff.halvordson@tdindustries.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/14/2024 11:10:15 AM Viewed: 2/14/2024 11:27:27 AM
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2024 9:29:18 AM
Certified Delivered	Security Checked	2/14/2024 11:10:07 AM
Signing Complete	Security Checked	2/14/2024 11:10:12 AM
Completed	Security Checked	2/14/2024 11:10:15 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, TDIndustries, Inc (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 the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, you will no longer be able to use the DocuSign system 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 the DocuSign system 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 TDIndustries, Inc:

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: valerie.thomas@tdindustries.com

To advise TDIndustries, Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at valerie.thomas@tdindustries.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from TDIndustries, Inc

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 email to valerie.thomas@tdindustries.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with TDIndustries, Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to valerie.thomas@tdindustries.com and in the body of such request you must state your email, full name, mailing address, and telephone 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify TDIndustries, Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by TDIndustries, Inc during the course of your relationship with TDIndustries, Inc.

Enclosure #1 – Proposal
AbbiVe
January 12, 2024

January 12, 2024

Mr. Daniel Shea
Williamson County
3101 SE Inner Loop, Georgetown, TX 78626
dshea@wilco.org

Re: Proposal for North Jail HVAC upgrades (10 inline fans and duct heater)
Buy Board contract: 720-23

Dear Mr. Shea:

Proposal for the Install at Williamson County North Jail to replace (10) inline Outdoor air supply fans and (10) Electric duct heaters Like for like replacement. Scope of mechanical work will be completed during normal work hours M-F. Electrical Scope is included, all controls scope is excluded however we will work with controls contractor to coordinate

Total Price for Install…… $ 144,200

The following enclosures are included for clarification of our proposal:

Enclosure #1: Proposal
Enclosure #2: Scope of Work:

Sincerely,

Jeff Halvordson
TDI Special Projects

Enclosure #2 – Scope of Work: Install
January 12, 2024

Scope of work Based on Docs provided: FY 24 - North Jail HVAC Upgrade

Install: 10 In Line fans

OAF-1.1	GREENHECK	LEVEL 1 OSA FAN FOR AH-1.1	2170	0.5	BSQ-120-10	2170	1	480/60/3	1,3,5,8,9,10,12,
OAF1.2	GREENHECK	LEVEL 1 OSA FAN FOR AH-1.2	1350	0.5	BSQ-90-10	1350	1	480/60/3	1,8,7,8,9,12
OAF-2.1	GREENHECK	LEVEL 2 OUTSIDE FAN FOR AH-2.1	1600	0.25	BSQ-130-3	1320	1/3	115/60/1	1,3,4,5,8,9,12
OAF-2.2	GREENHECK	LEVEL 2 OUTSIDE FAN FOR AH-2.2	1600	0.25	BSQ-130-3	1320	1/3	115/60/1	1,3,4,5,8,9,12
OAF-2.3	GREENHECK	LEVEL 2 OSA FAN FOR AH-2.3	1600	0.25	BSQ-130-3	1320	1/3	115/60/1	1,3,4,5,8,9,12
OAF-2.4	GREENHECK	LEVEL 2 OSA FAN FOR AH-2.4	1600	0.25	BSQ-130-3	1320	1/3	115/60/1	1,3,4,5,8,9,12

Note: 3rd floor duct heaters sized based on Second floor Fans

Replace 10 Duct Heaters per equipment schedule

ELECTRIC DUCT HEATER SCHEDULE / ELECTRIC HEATER

MARK	MANUFACTURER	MODEL	AREA SERVED	KW	V/P/HZ	REMARKS
EDH-1.1	INDEECO	TYPE QUA	1ST Floor	15	480/3/60	2
EDH-1.2	INDEECO	TYPE QUA	1ST Floor	10	480/3/60	2
EDH-2.1	INDEECO	TYPE QUA	2nd Floor	10	480/3/60	2
EDH-2.2	INDEECO	TYPE QUA	2nd Floor	10	480/3/60	2
EDH-2.3	INDEECO	TYPE QUA	2nd Floor	10	480/3/60	2
EDH-2.4	INDEECO	TYPE QUA	2nd Floor	10	480/3/60	2
EDH-3.1	INDEECO	TYPE QUA	3rd Floor	10	480/3/60	(F) 2
EDH-3.2	INDEECO	TYPE QUA	3rd Floor	10	480/3/60	(F) 2
EDH-3.3	INDEECO	TYPE QUA	3rd Floor	10	480/3/60	(F) 2
EDH-3.4	INDEECO	TYPE QUA	3rd Floor	10	480/3/60	(F) 2

1. Pre Job coordination meeting with stakeholder, review scope schedule and crane plane
2. Demo Existing duct heaters and inline fans
   i) Disconnect electrical
   ii) Remove existing heater and fans
3. Install new heaters and fans
4. Modify duct connections as needed to fit new units in place
5. Reconnect Electrical

Exclusions:

- BAS system integration (equipment submittals can be provided)
- Start Up
- Test and Balance

Enclosure #2 – Scope of Work: Install
January 12, 2024

General Clarifications and Exclusions:

1. This proposal is subject to:
   a) A mutually agreeable subcontract.
   b) A copy furnished of all contract documents
   c) Review after ten (10) days from the date of this letter.
   d) A review of final plans and specifications.
   e) The award of our contract and project start not later than 90 days from today.
   f) TDIndustries Proposal Letter dated January 12, 2024 to be incorporated into this Contract.
2. This proposal is based on performing work during normal business hours M-F
3. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of TDIndustries, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order.
4. For work in Dallas/Fort Worth, Texas: TDIndustries is licensed and regulated by: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, 1.800.803.9202 or 1.512.463.6599, and Texas State Board of Plumbing Examiners, 929 East 41st Street, PO Box 4200, Austin, Texas 78765, 1.800.845.6584. License #M18944 (RMP Wesley Baker) and License #TACLA12338C.
5. Delays Caused By Coronavirus Concerns. Notwithstanding any other provision of this Agreement, any construction delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.
6. Exclusions:
   a) Escalation.
   b) Payment and Performance Bond.
   c) Seismic or sway bracing.
   d) Vibration isolation
   e) Any cost associated with structural load engineering services for plumbing, piping, and ductwork hangers. We assume the building structure has been designed to properly support the plumbing systems, equipment, and distribution.
   f) Handling and setting of equipment provided by others.
   g) Warranty on and assembly of equipment furnished by others except as detailed in the documents.
   h) Preventive and required maintenance during first year.
   i) Warranty beyond the first year after substantial completion.
   j) Liquidated damages.

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:
2024-1124681

Date Filed:
02/15/2024

Date Acknowledged:

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

TD Industries
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 Facilities and Management

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.

Jail North HVAC Upgrades
Replacement of HVAC equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jeff Halvordson, and my date of birth is [redacted].

My address is [redacted] (street), Austin (city), TX (state), 78701 (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 15 day of 02 (month), 2024 (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:
2024-1124681

Date Filed:
02/15/2024

Date Acknowledged:
02/23/2024

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

TD Industries
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 Facilities and Management

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.

Jail North HVAC Upgrades
Replacement of HVAC equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

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 **43.**

Meeting Date: 03/05/2024

Approval of Contract for Construction for TD Industries, Inc. for CJC North Makeup Air Unit (MAU) Replacement for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Construction #2024149 with TD Industries, Inc. for the CJC North Makeup Air Unit (MAU) Replacement for Facilities Management in the amount of $282,537.00, pursuant to Cooperative Purchasing – BuyBoard - Contract Number #720-23, and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and TD Industries, Inc., relates to the CJC North MAU Replacement, located at 405 Martin Luther King Jr St Ste 2, Georgetown, TX 78626. Funding Source is 01.0100.0509.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - TD Industries, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 04:41 PM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:07 AM
Form Started By: Stacian Williams		Started On: 02/26/2024 08:50 AM
Final Approval Date: 02/29/2024		

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – BuyBoard – Contract Number #720-23)

PROJECT: **CJC North MAU Replacement** ("Project")

GENERAL CONTRACTOR: **TD Industries, Inc.** ("GC")
Billy Teston, Director, Service Operations
13200 Center Lake Drive
Austin, TX 78753

ARCHITECT & ENGINEER: **K&W Engineering Solutions** ("A/E")
Amber Kurkowski, Co-Owner
650 Shell Stone Trail
Georgetown, TX 78628

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 **CJC North MAU Replacement, which consists of replacement of two (2) existing make up air handling units in the Williamson County Justice Center** (hereinafter called the "Project");

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

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

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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.

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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 **two hundred thirty-eight (238) 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.

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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.

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4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Two Hundred Eighty-Two Thousand Five Hundred Thirty-Seven Dollars ($282,537)**.

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 **aging conditions of the MAU's coupled with the limited time constraints of fiscal year funding** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Twenty-Eight Thousand Two Hundred Fifty-Three Dollars ($ 28,253.00)** 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.

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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,

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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:

TD Industries, Inc.
Billy Teston, Director, Service Operations
13200 Center Lake Drive
Austin, TX 78753

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court

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401 W. 6th Street
Georgetown, Texas 78626

GC: TD Industries, Inc.
13200 Center Lake Drive, Ste. 20
Austin, TX 78753

Attention: Billy Teston
Director, Service Operations

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

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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. Cooperative Purchasing – BuyBoard – Contract Number #720-23
3. Exhibit A – Construction / Design Documents
4. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
5. Exhibit C – Williamson County Vendor Reimbursement Policy
6. Exhibit D – Williamson County Uniform General Conditions

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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;
5. The Construction / Design Documents; and
6. Cooperative Purchasing – BuyBoard – Contract Number #720-23

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:
TD Industries, Inc.

DocuSigned by:
By: Lauren Turner
E2A8C0847780AD1...
Signature

Lauren Turner
Printed Name

Executive Vice President
Title

Date Signed: 2/14/2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

DS
BT

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

EXHIBIT A

CONSTRUCTION / DESIGN DOCUMENTS

Attach documents below:

Replace two (2) existing Trane Make up Air Handlers with like for like replacement.

CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

Trane Performance Climate Changer Air Handler

Unit Overview - RTU_1

Application	Unit Size	External Dimensions Height	Width	Length	Weight Installed	Rigging
Outdoor unit	CSAA021	59.0 in	80.0 in	187.0 in	4170 lb	3578 lb

Quantity of Shipping Sections	Largest Ship Split Height	Width	Length	Heaviest Ship Split	Elevation
1 piece(s)	59.0 in	80.0 in	186.9 in	3740 lb	0.00 ft

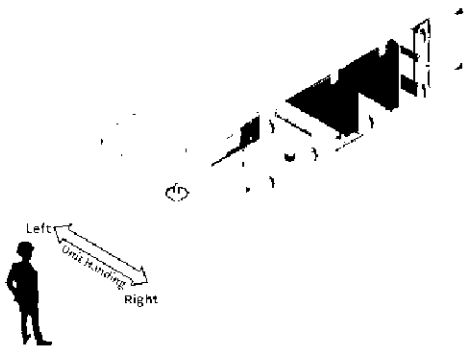
Supply Fan

Airflow 9370 cfm **Total Static Pressure** 4.357 in H2O

Note: Height includes air handler sloped roof panel and standing seam.

Construction Features

Panel	2in. foam injected R-13 with thermal break
Panel Material	All unit inner panels - galvanized
Integral Base Frame	6in. integral base frame
Paint	Deluxe beige
Short Circuit Current Rating	5 kA
Agency Approval	UL listed unit
Roof Curb Type	Standard roof curb



Unit Electrical

Circuit	Voltage/Phase/Frequency	FLA	MCA	Max Fuse Size
Circuit number 1 Supply fan motor(s)	460/3/60	14.00 A	17.50	30.00
Circuit number 2 Lights + switch	115/1/60	2.61 A	3.26	15.00

Unit Controls

Controller Type No controller

Warranty

Warranty section Extd. warranty
Labor - 1st year 1st year labor warranty

Air mixing section - Position: 1

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop	Hood
Back	Outside	Parallel blade damper	9370 cfm	1084 ft/min	8.64 sq ft	0.219 in H2O	Yes

Filter

Type	Frame	MERV Rating	Quantity	Size
Pleated media - MERV 8	2"	MERV 8	12.00	16in.x25in.
Pressure Drop	**Condition**	**Face Velocity**	**Airflow**	**Area**
1.000	Dirty	281 ft/min	9370 cfm	33.33 sq ft

Section Options

Door Location Both
Marine Light Marine LED light

Access/blank/turning section - Position: 2

Options

Section Length 10.000 in

Heating coil section - Position: 3

Coil Construction

Model	Hot water - 1/2" Unit Optimized, Low Water Flow (UA)
Rows	2
Tube Diameter	1/2in. tube diameter (12.7 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.016" (0.406 mm) copper tubes
Fin Spacing	105 Per Foot
Fin Material	Aluminum fins
Fin Type	Delta flo E (energy efficient)
Face Area	20.81 sq ft
Coil (top/single) H x L	43 in. (1092 mm) X 69" (1753 mm) finned length
Casing	Galvanized
Turbulators	Yes
Rigging Weight	97.7 lb
Installed Weight	114.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan Size	Small
Door Location	Right
Marine Light	YES

Coil Performance

Capacity

Total	421.71 MBh

Air

Flow	9370 cfm
Entering Dry Bulb	24.00 F
Leaving Dry Bulb	65.50 F
Pressure Drop	0.150 in H2O
Face Velocity	450 ft/min

Fluid

Flow	28.09 gpm
Entering	180.00 F
Leaving	150.00 F
Pressure Drop	4.50 ft fluid
Tube Velocity	2.83 ft/s
Reynolds Number	28694.20
Type	Water
Concentration	100.00 %
Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Volume	1.99 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Cooling coil section - Position: 4

Coil Construction

Model	Chilled water - 5/8" Shipping Coil, General (W)
Rows	6
Tube Diameter	5/8in. tube diameter (15.875 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.020" (0.508 mm) copper tubes
Fin Spacing	120 Per Foot
Fin Material	Aluminum fins
Fin Type	Prima flo H (Hi efficient)
Face Area	19.83 sq ft
Coil (top/single) H x L	42 in. (1067 mm) X 68" (1727 mm) finned length
Casing	Stainless steel
Turbulators	Not Included
Rigging Weight	439.1 lb
Installed Weight	584.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan	Stainless steel
Drain Pan Size	Extended medium
Drain Connection	Left
Minimum Trap Height (L)	7.418 in
H Trap Dimension	4.279 in
J Trap Dimension	2.139 in
Door Location	Right
Marine Light	YES

Coil Performance

Capacity

Total	742.73 MBh
Sensible	360.83 MBh

Air

Flow	9370 cfm
Entering Dry Bulb	89.00 F
Entering Wet Bulb	77.00 F
Leaving Dry Bulb	54.45 F
Leaving Wet Bulb	54.31 F
Pressure Drop	0.704 in H2O
Face Velocity	472 ft/min

Fluid

Flow	148.01 gpm
Entering	44.00 F
Leaving	54.00 F
Pressure Drop	16.03 ft fluid
Tube Velocity	5.84 ft/s
Reynolds Number	20935.65
Type	Water
Concentration	100.00 %
Fouling Factor	0.00000 hr-sq ft-deg F/Btu
Volume	17.35 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Heating coil section - Position: 3

Coil Construction

Model	Hot water - 1/2" Unit Optimized, Low Water Flow (UA)
Rows	2
Tube Diameter	1/2in. tube diameter (12.7 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.016" (0.406 mm) copper tubes
Fin Spacing	105 Per Foot
Fin Material	Aluminum fins
Fin Type	Delta flo E (energy efficient)
Face Area	20.81 sq ft
Coil (top/single) H x L	43 in. (1092 mm) X 69" (1753 mm) finned length
Casing	Galvanized
Turbulators	Yes
Rigging Weight	97.7 lb
Installed Weight	114.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan Size	Small
Door Location	Right
Marine Light	YES

Coil Performance

Capacity

Total	421.71 MBh

Air

Flow	9370 cfm
Entering Dry Bulb	24.00 F
Leaving Dry Bulb	65.50 F
Pressure Drop	0.150 in H2O
Face Velocity	450 ft/min

Fluid

Flow	28.09 gpm
Entering	180.00 F
Leaving	150.00 F
Pressure Drop	4.50 ft fluid
Tube Velocity	2.83 ft/s
Reynolds Number	28694.20
Type	Water
Concentration	100.00 %
Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Volume	1.99 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
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Face Area	19.83 sq ft
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Turbulators	Not Included
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Installed Weight	584.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
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Drain Pan Size	Extended medium
Drain Connection	Left
Minimum Trap Height (L)	7.418 in
H Trap Dimension	4.279 in
J Trap Dimension	2.139 in
Door Location	Right
Marine Light	YES

Coil Performance

Capacity

Total	742.73 MBh
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Entering Wet Bulb	77.00 F
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Leaving Wet Bulb	54.31 F
Pressure Drop	0.704 in H2O
Face Velocity	472 ft/min

Fluid

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CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

Supply fan section - Position: 5

Fan Data

Wheel Diameter/Type/Class	24.5in. dd plenum, 80% width, H press
Fan Quantity	1
Discharge Location	Front top
Motor Location	Left side drive
Blades	Higher eff.(some bands lower,more spike)
Drive Service Factor	Direct drive
Fan K-factor	3285.00

Fan Performance

Airflow	9370 cfm
Total Static Pressure	4.357 in H2O
Total Brake Power	9.890 hp
Operating Speed	1898 rpm
AMCA FEG	FEG85
Bare fan peak total efficiency	76.70 %
Unit Static Efficiency	65.08 %

Motor Interface Options

Selection Type	VFD
Voltage	460/3
Mounting Location	Internal mounting
Motor Wire In Conduit	Motor wiring conduit
VFD Frequency	64.00 Hz

Motor Data

Power / Fan	10 hp
Voltage	460/3
Speed	1800
Class	NEMA premium compliant ODP
Efficiency	91.92 %
Part Load Efficiency	89.03 %
Fan electrical power (FEP)	8.37 kW
FEI	1.30
AHRI VFD HP	10.000 hp
Wire to air static efficiency	57.25 %

Note: VFD driven motor fan electrical power calculated in accordance with AHRI 430.

Note: Certified airflow performance per AHRI 430

Fan Section Options

Fan Wheel Balance	Inverter balance with shaft grounding
Door Location	Both
Door Guard	Yes
Marine Light	Marine LED light

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		9370 cfm	384 ft/min	24.41 sq ft	0.023 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

Supply fan	
Air mixing section	1.42
Coil section	0.15
Coil section	0.70
Fan section	0.02
Controls section	0.06
Internal Static Pressure	**2.36**
External Static Pressure	**2.00**
Total Static Pressure	**4.36**

Starter/VFD only section - Position: 6

Supply Fan Motor Interface Door Left

Face	Path	Type	Openings Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	9370 cfm	1333 ft/min	7.03 sq ft	0.055 in H2O

CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

Supply fan section - Position: 5

Fan Data

Wheel Diameter/Type/Class	24.5in. dd plenum, 80% width, H press
Fan Quantity	1
Discharge Location	Front top
Motor Location	Left side drive
Blades	Higher eff.(some bands lower,more spike)
Drive Service Factor	Direct drive
Fan K-factor	3285.00

Fan Performance

Airflow	9370 cfm
Total Static Pressure	4.357 in H2O
Total Brake Power	9.890 hp
Operating Speed	1898 rpm
AMCA FEG	FEG85
Bare fan peak total efficiency	76.70 %
Unit Static Efficiency	65.08 %

Motor Interface Options

Selection Type	VFD
Voltage	460/3
Mounting Location	Internal mounting
Motor Wire In Conduit	Motor wiring conduit
VFD Frequency	64.00 Hz

Motor Data

Power / Fan	10 hp
Voltage	460/3
Speed	1800
Class	NEMA premium compliant ODP
Efficiency	91.92 %
Part Load Efficiency	89.03 %
Fan electrical power (FEP)	8.37 kW
FEI	1.30
AHRI VFD HP	10.000 hp
Wire to air static efficiency	57.25 %

Note: VFD driven motor fan electrical power calculated in accordance with AHRI 430.

Note: Certified airflow performance per AHRI 430

Fan Section Options

Fan Wheel Balance	Inverter balance with shaft grounding
Door Location	Both
Door Guard	Yes
Marine Light	Marine LED light

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		9370 cfm	384 ft/min	24.41 sq ft	0.023 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

Supply fan	
Air mixing section	1.42
Coil section	0.15
Coil section	0.70
Fan section	0.02
Controls section	0.06
Internal Static Pressure	**2.36**
External Static Pressure	**2.00**
Total Static Pressure	**4.36**

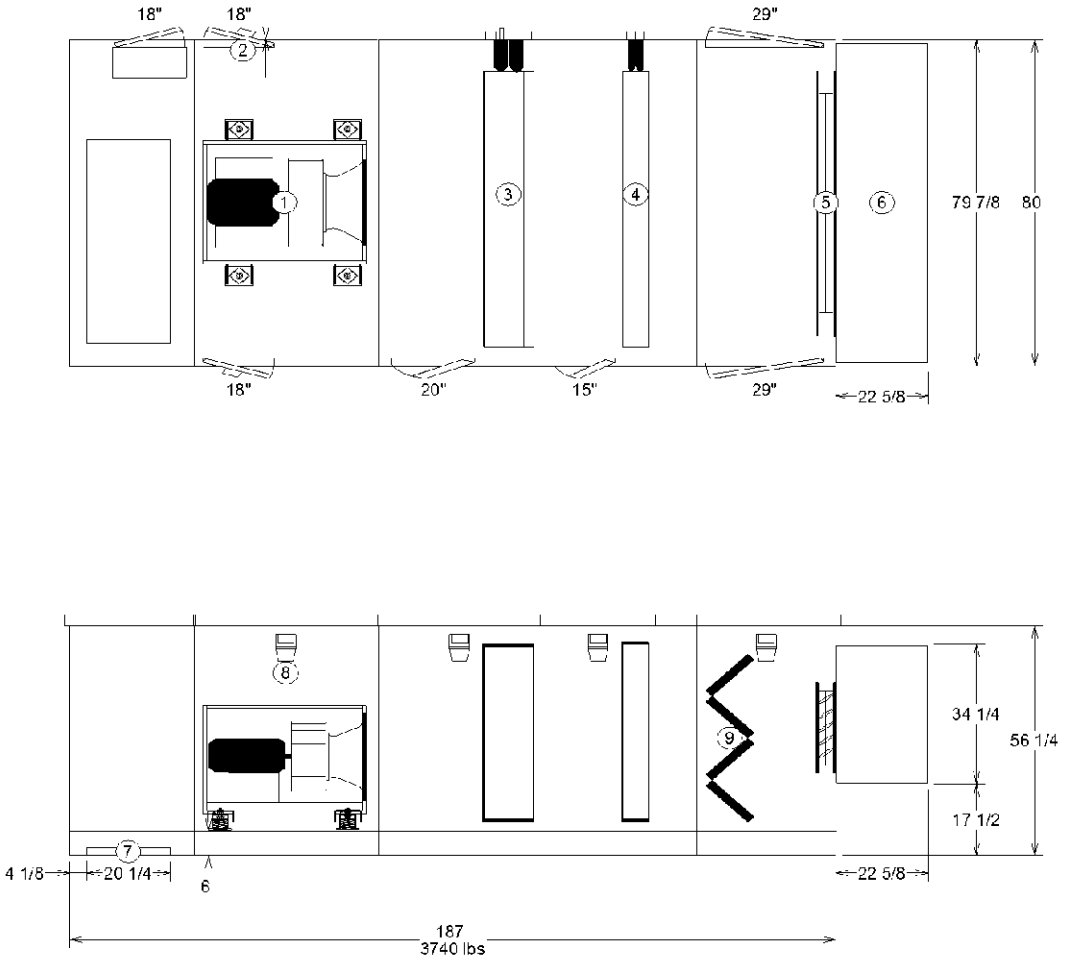
Starter/VFD only section - Position: 6

Supply Fan Motor Interface Door Left

Face	Path	Type	Openings Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	9370 cfm	1333 ft/min	7.03 sq ft	0.055 in H2O

CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)



1 Plenum fan - 24.5in. cd plenum, 80% width, H press Supply fan 10 hp 460/3
2 Light switch and/or receptacle LH
3 Cooling coil - 6 Rows Coil type 5/8" Shipping Coil, General (W)
4 Heating coil - 2 Rows Coil type 1/2" Un t Optimized, Low Water Flow (UA)
5 Damper back-parallel blade 22.75 x 66
6 Hood back
7 Opening bottom 50 x 20.25
8 Marine light
9 Angled f lters -

Doors
18 w dth x 46 he ght
20 w dth x 46 he ght
15 w dth x 46 he ght
29 w dth x 46 he ght

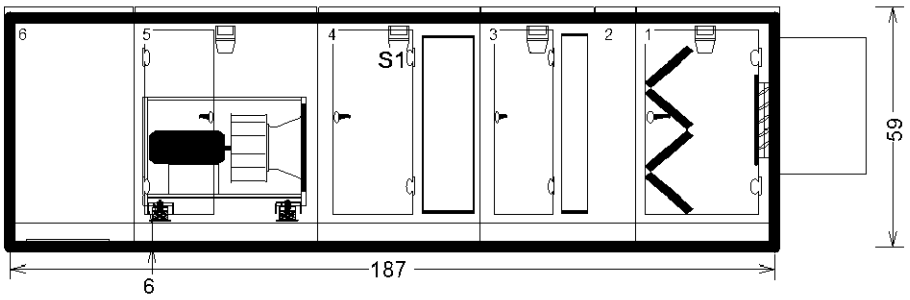
For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length shown.

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

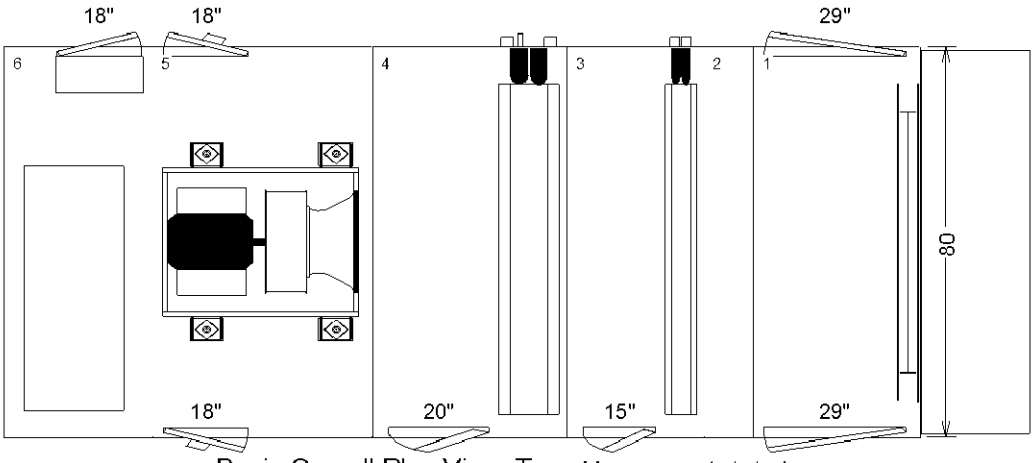
TRANE
Performance Climate Changer
Air Handlers

Shipping splits are indicated by thick black lines



For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length sh

Pos #	Module	Length	Weight
1	Air mixing section	34	564.18
2	Access section	10	118.11
3	Coil section	28	387.24
4	Coil section	39 5/8	976.36
5	Fan section	44 7/8	1242.14
6	Controls section	30 1/4	452.08
	Roof Curb		430.21
	Installed Unit Weight		4170.32 lbs



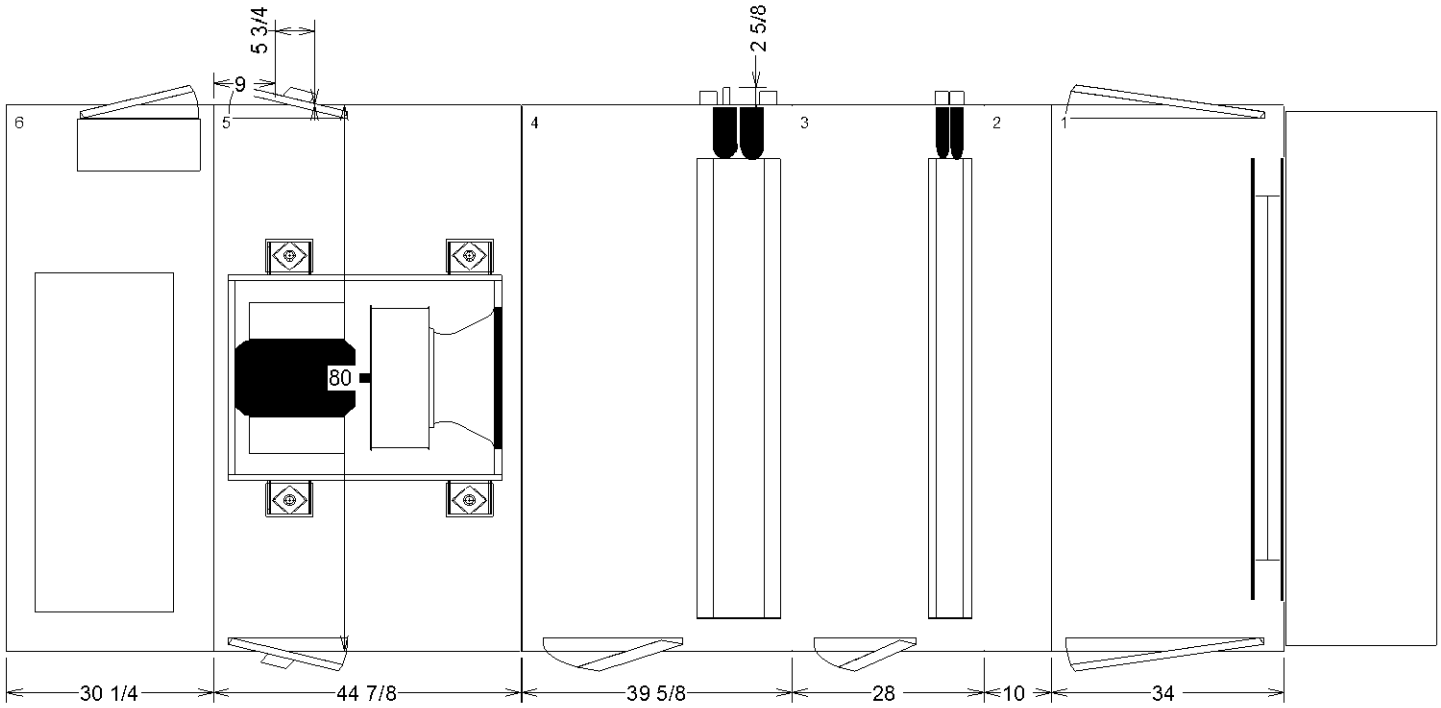
Basic Overall Plan View: Top - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1	
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3	

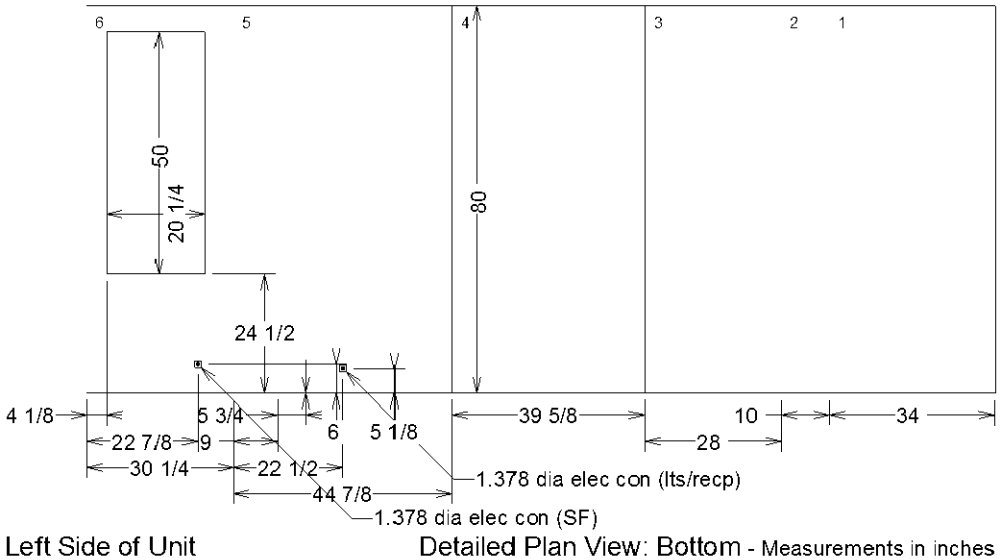
CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)



Right Side of Unit

Detailed Plan View: Top - Measurements in inches



Left Side of Unit

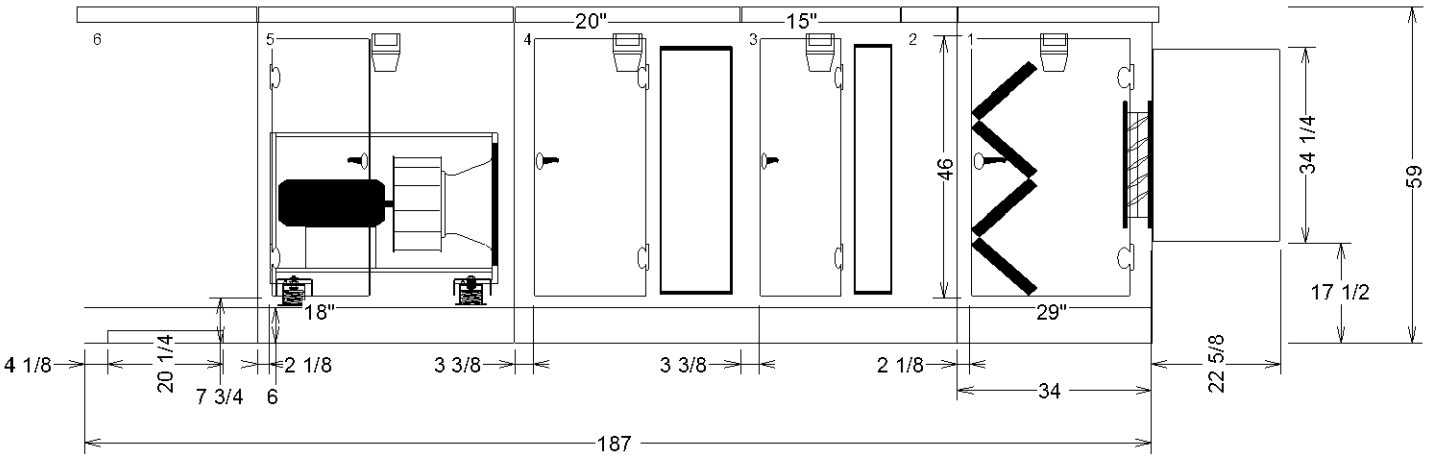
Detailed Plan View: Bottom - Measurements in inches

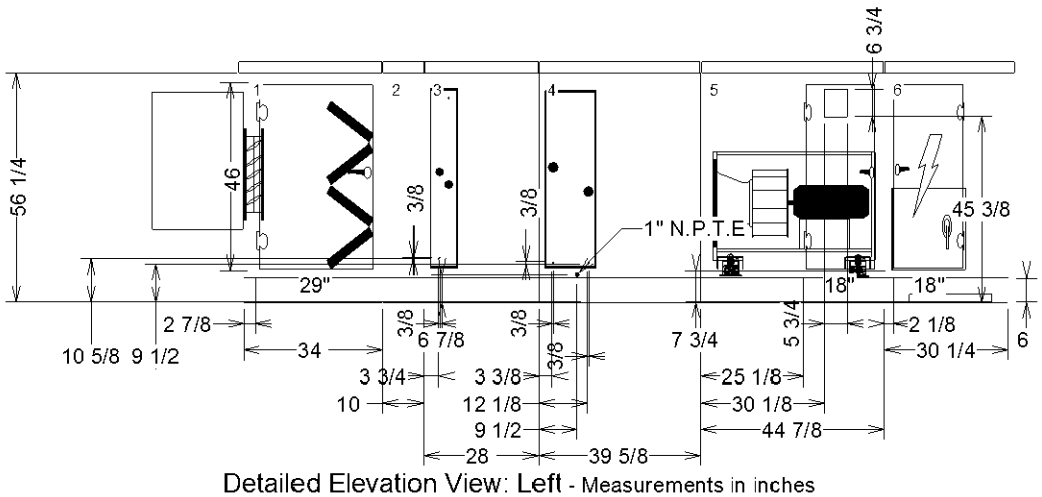
****Placement of electrical conduit may vary by a tolerance of 8" in any direction.**

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

TRANE
Performance Climate Changer Air Handlers

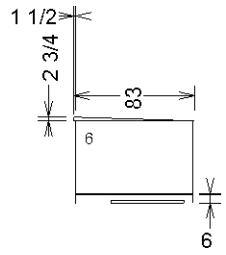




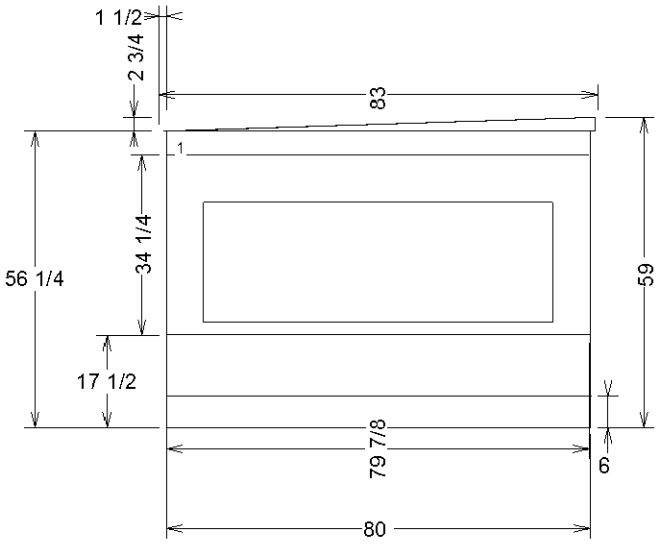
Detailed Elevation View: Left - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1	
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3	



Detailed Elevation View: Front - Measurements in inches

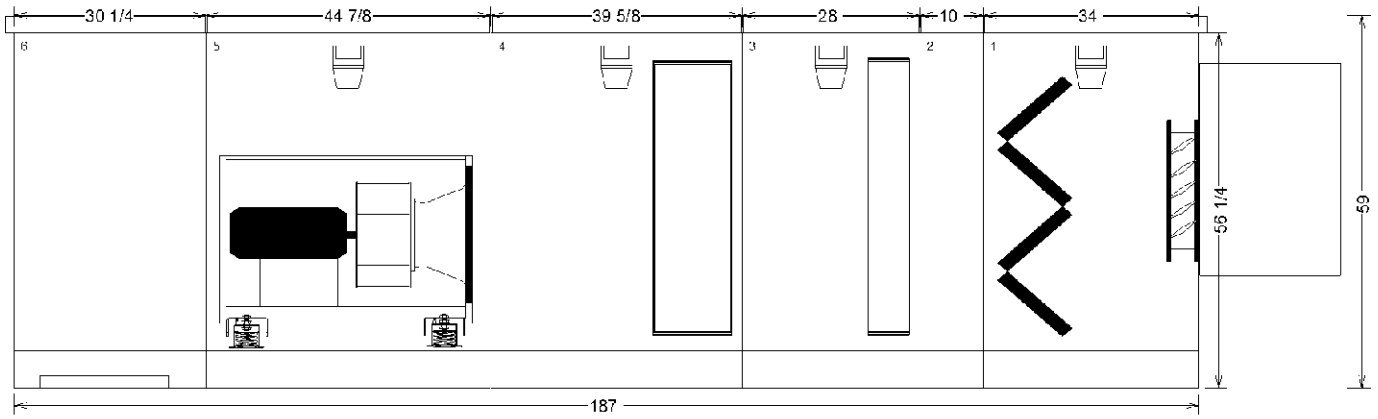


Detailed Elevation View: Back - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

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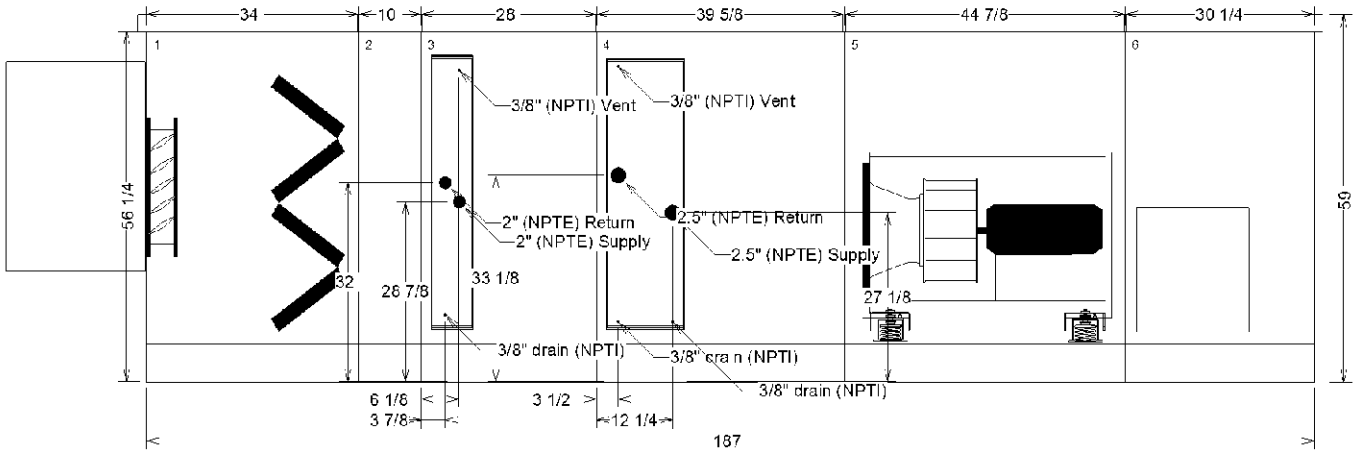
NPTI : National Pipe Thread Internal Connection
NPTE : National Pipe Thread External Connection

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CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)



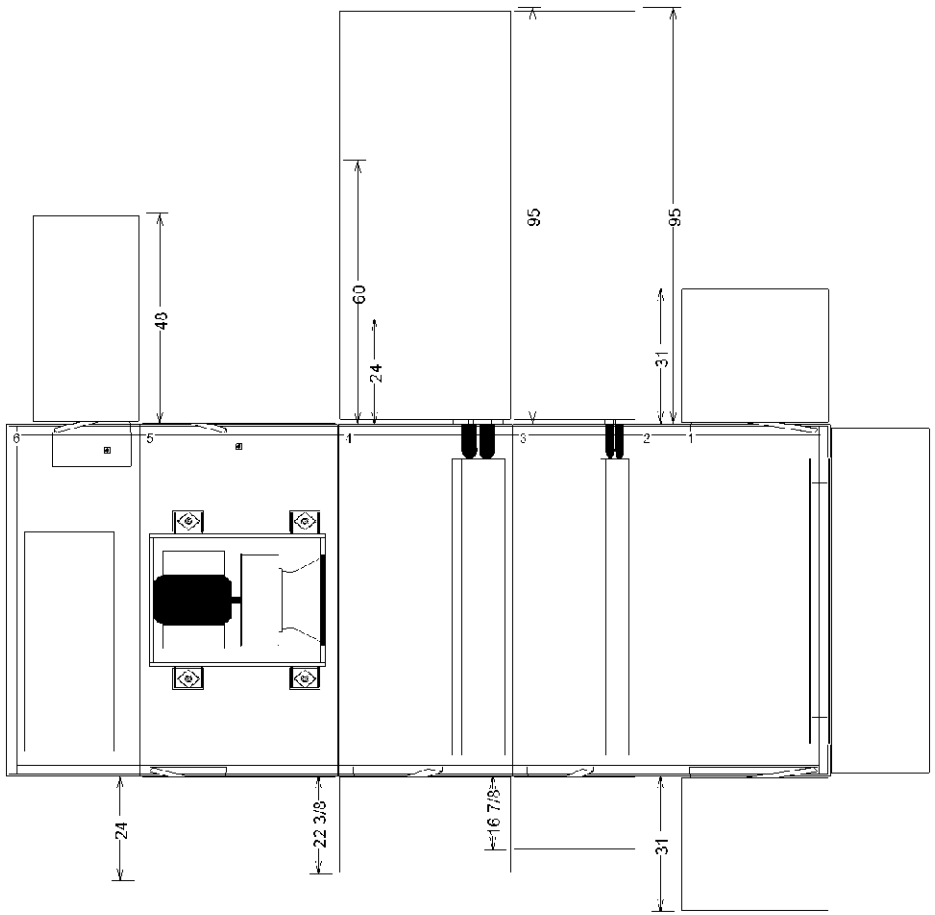
Coil connection view: Left - Measurements in nches

NPTI : National Pipe Thread Internal Connection
NPTE : National Pipe Thread External Connection

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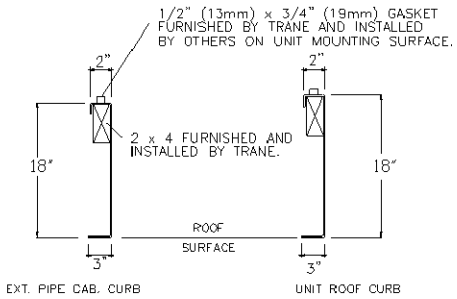
Basic Service Clearance - Plan - Measurements in inches

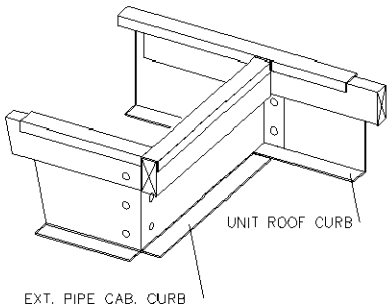
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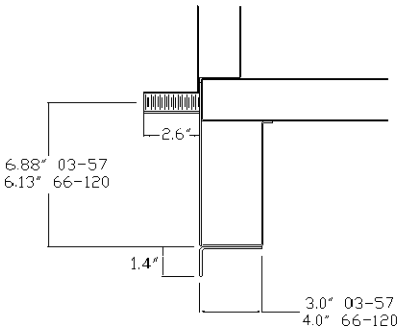
Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
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Quantity: 1
Tags: RTU_1

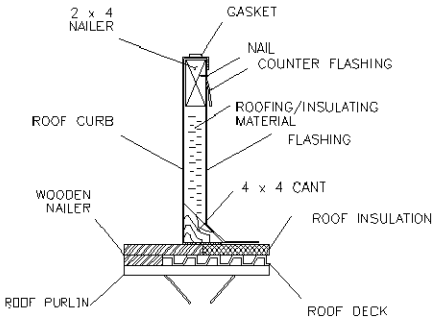
Job Name: Williamson County Justice Center (AHU Repl)



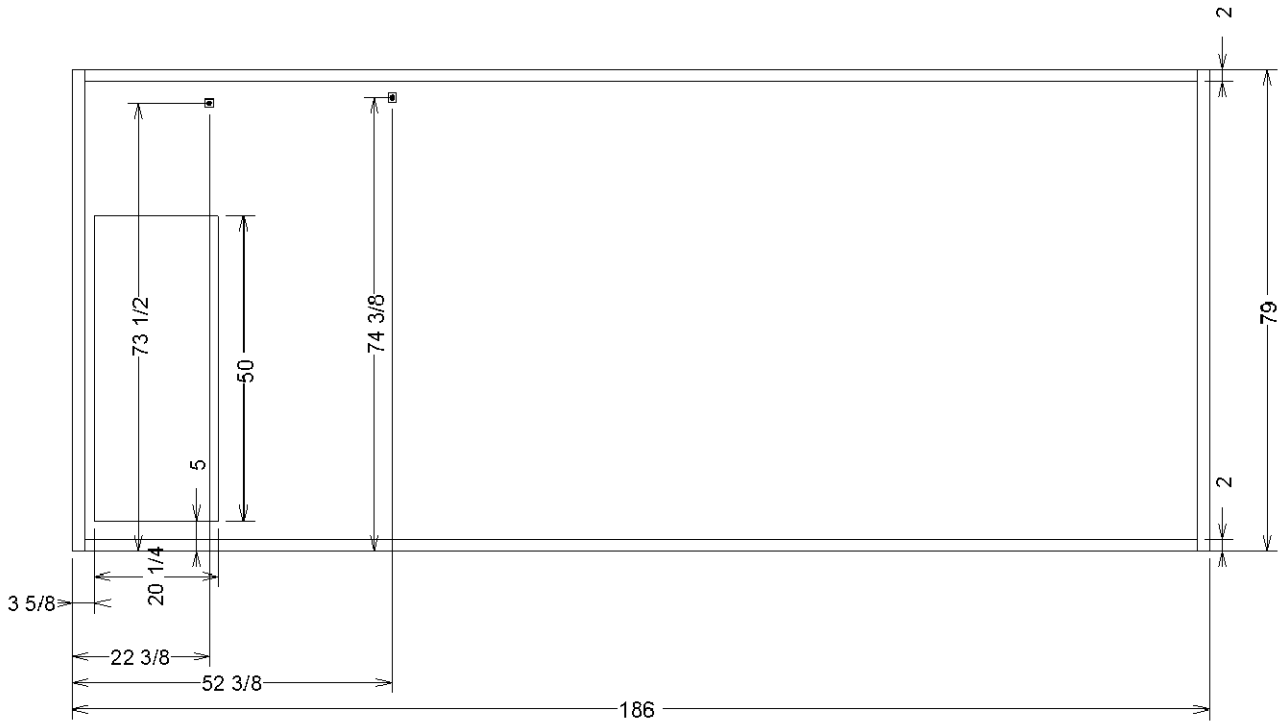




DRAIN CONNECTION



NOTE:
MATERIALS TO ATTACH ROOF CURB TO ROOF ARE TO BE SUPPLIED BY THE INSTALLER.



Detailed Plan View: Curb - Measurements in inches

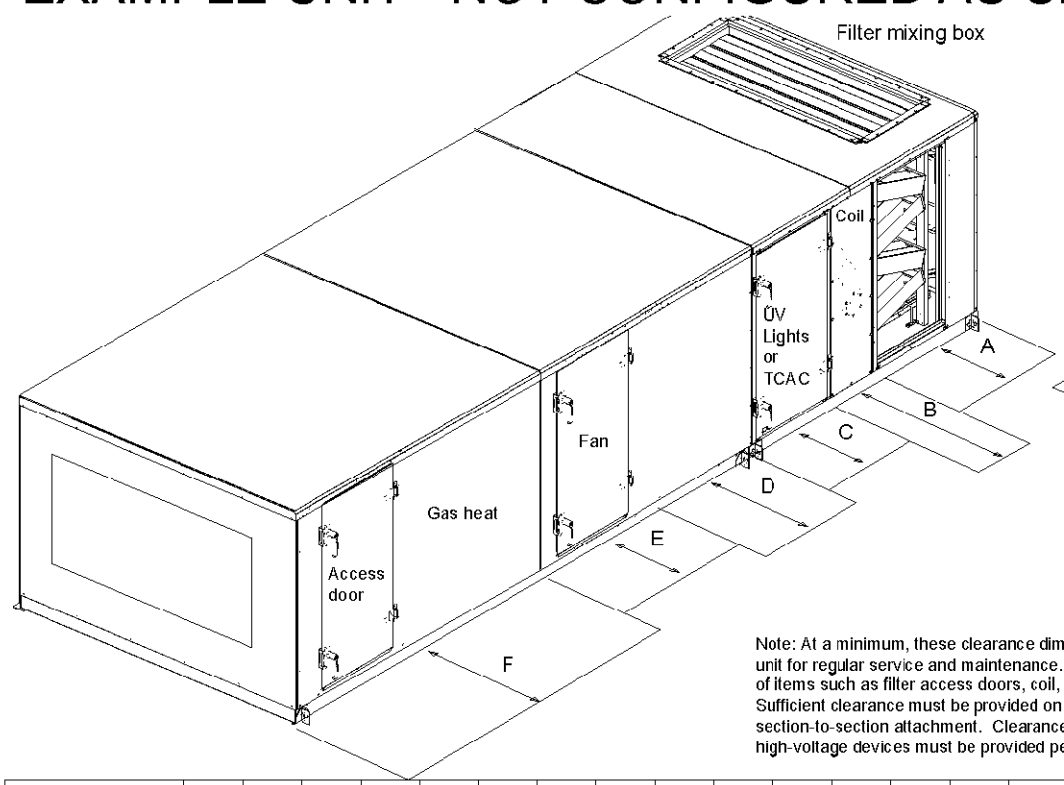
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

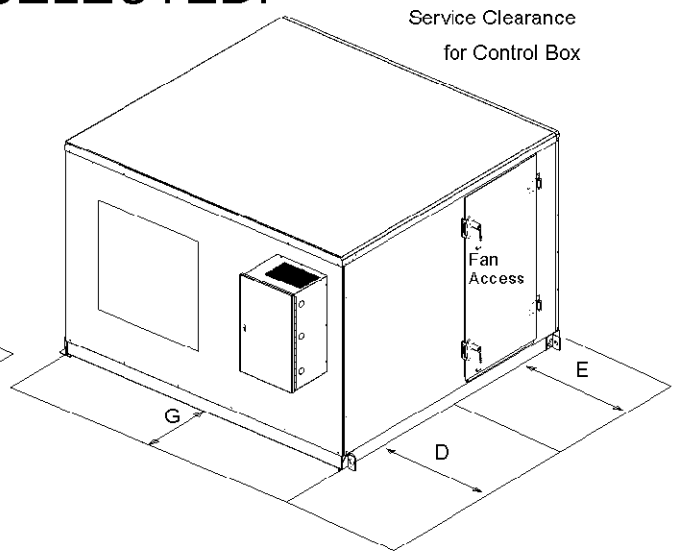
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Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3	

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Product Version:1

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EXAMPLE UNIT - NOT CONFIGURED AS SELECTED.





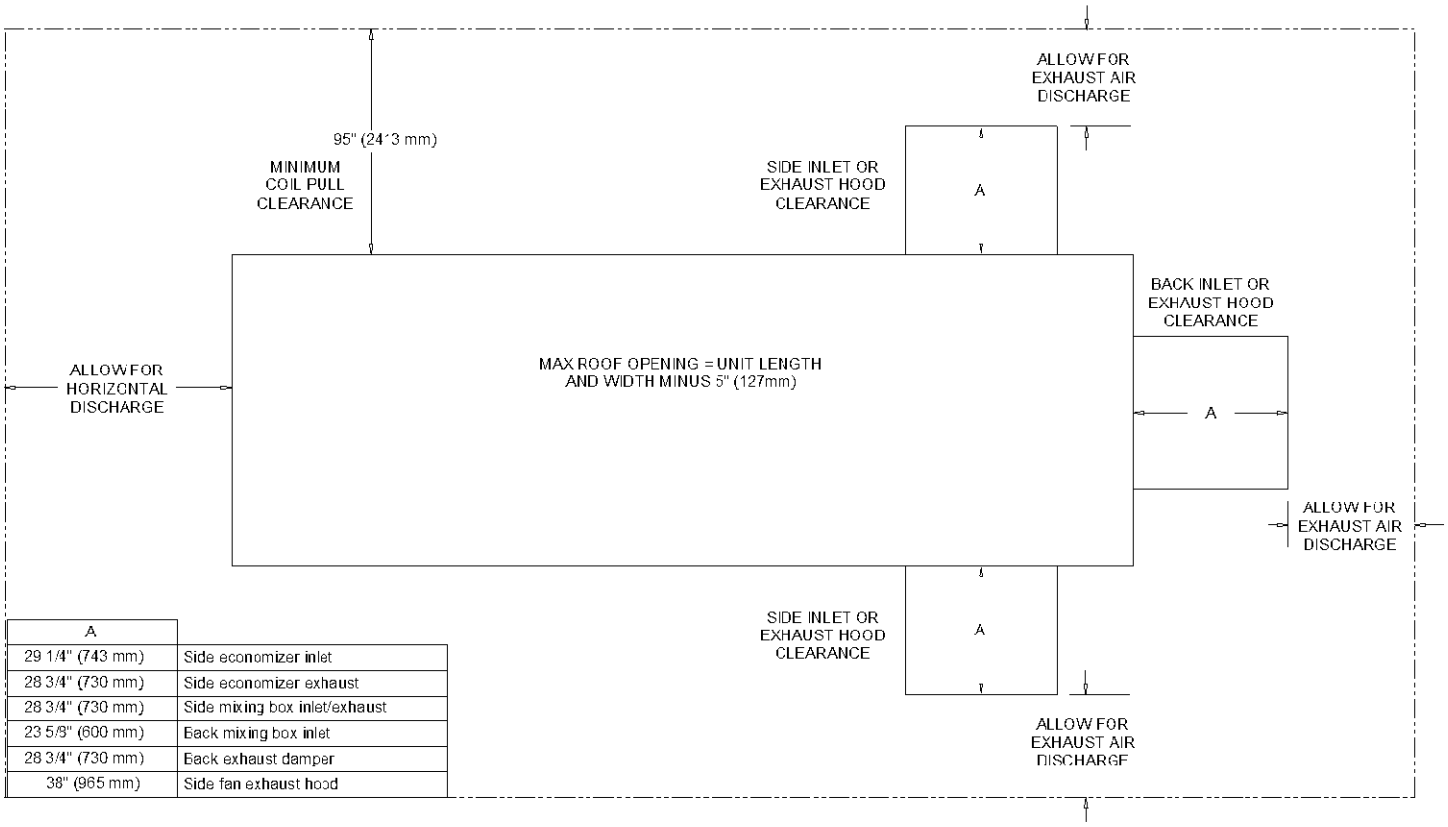
Note: At a minimum, these clearance dimensions are recommended on one side of the unit for regular service and maintenance. Refer to as-built submittal for locations of items such as filter access doors, coil, piping connections, motor locations, etc. Sufficient clearance must be provided on all sides of unit for removal of panels or section-to-section attachment. Clearance for starters, VFDs, or other high-voltage devices must be provided per NEC requirements.

Component	3	4	6	8	10	12	14	17	21	25	30	35	40	50	57	66	80	100	120
A (filter)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
B (coil, humidifier)	48	59	59	66	77	82	87	87	95	95	109	115	128	141	141	156	156	170	197
B (staggered coil)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	67	67	76	80	88	96	96	105	105	113	129
C (UV Lights)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
C (TCAC)	43	59	59	63	75	81	83	83	58	58	83	75	83	83	83	83	83	75	83
D (External Starter, VFD, LV box or Overload box)	61	61	61	61	61	61	61	61	64	64	64	64	64	64	64	64	64	64	64
D (Internal Starter or VFD)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48
E (fan)	48	48	48	48	51	54	58	61	60	66	66	66	70	77	77	93	93	101	101
F (Gas Heat Ext Vestible)	N/A	N/A	89	90	108	100	100	105	115	115	118	136	140	156	156	170	179	180	N/A
F (Gas Heat Int Vestible)	N/A	N/A	56	63	74	79	84	84	92	92	106	112	125	138	138	153	153	167	194

Component	All Sizes
G (Side mount LV box)	36
G (Front mount LV box)	13

CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

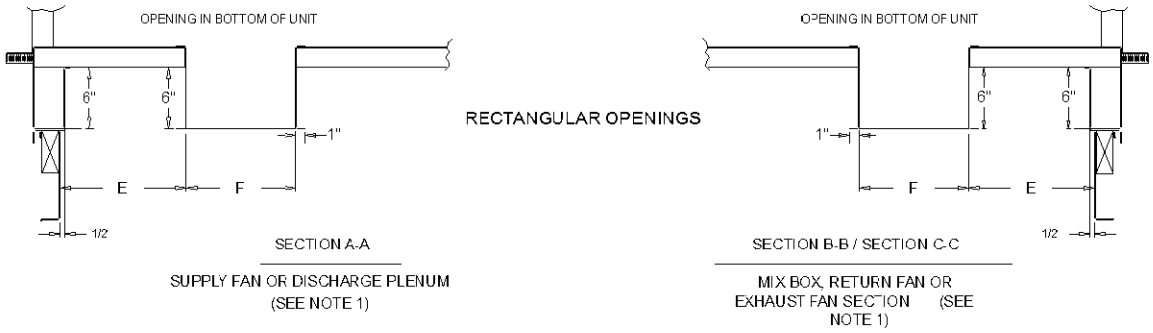


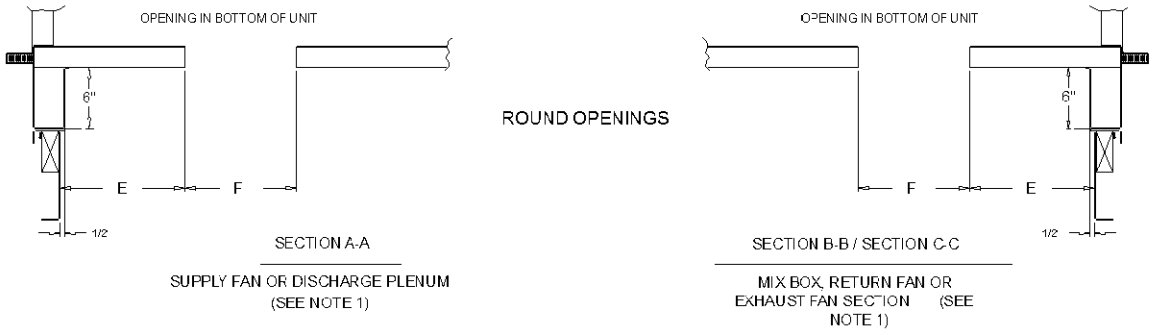
A	
29 1/4" (743 mm)	Side economizer inlet
28 3/4" (730 mm)	Side economizer exhaust
28 3/4" (730 mm)	Side mixing box inlet/exhaust
23 5/8" (600 mm)	Back mixing box inlet
28 3/4" (730 mm)	Back exhaust damper
38" (965 mm)	Side fan exhaust hood

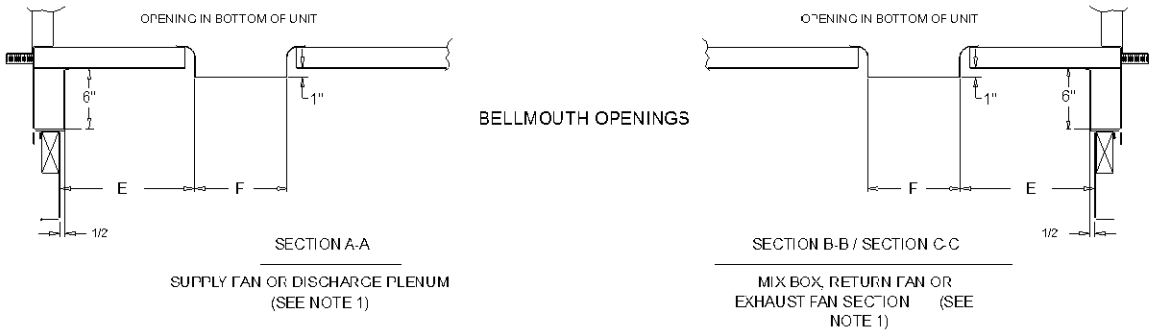
CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

RELATIONSHIP OF CURB TO UNIT AS-BUILT

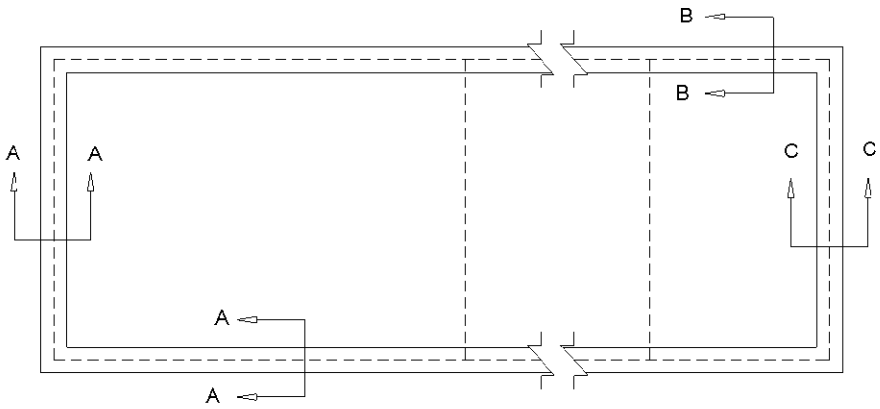






NOTE:

1. E and F are representative of dimensions on the accessory as-built used to locate opening(s) in the roof surface.



CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

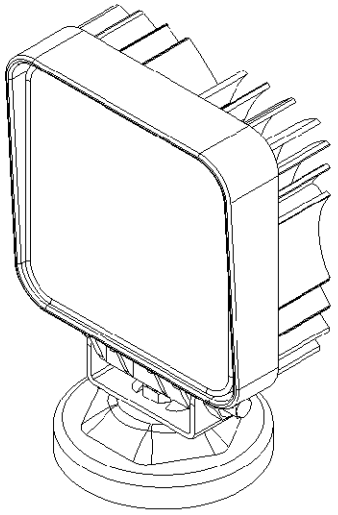
Base Detail

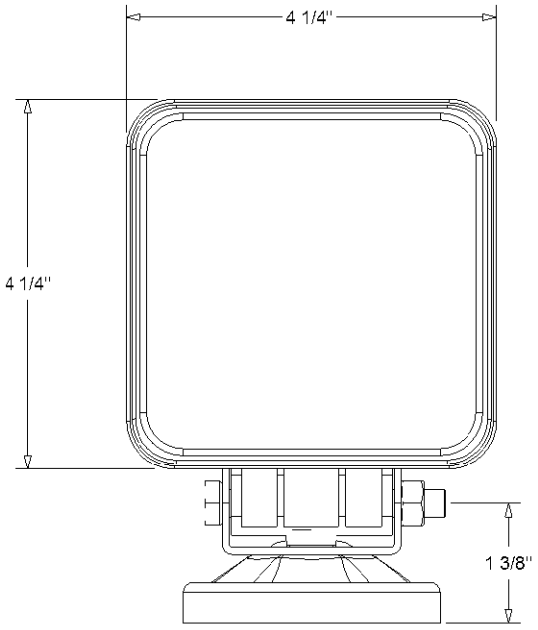


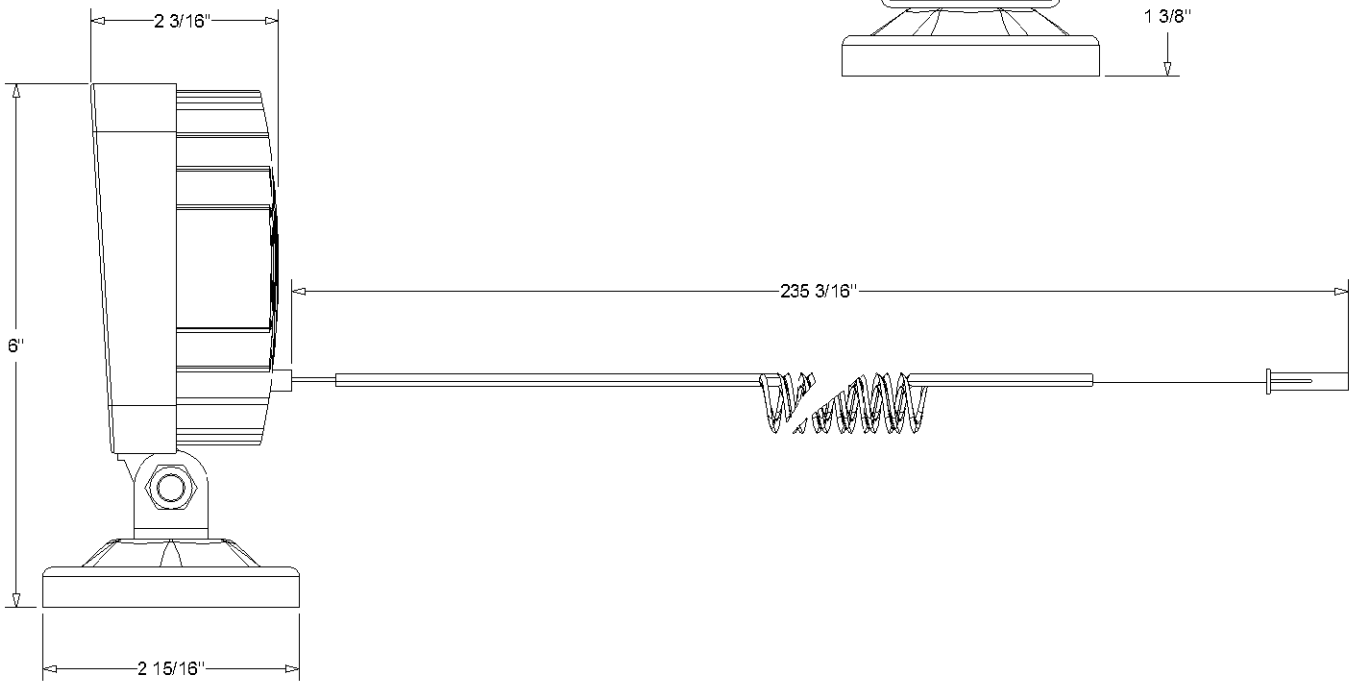
Marine LED Light

SPECIFICATIONS:

VOLTAGE: 24VAC +33 % -25 %
POWER CONSUMPTION: 19VA
WIRE: 16 GA RED AND BLACK
LIFE: 25,000 HRS
TEMPERATURE RANGE: -40C TO 40C
CONNECTION: AC SUPPLY
ENVIRONMENTAL PROTECTION: WATER/DUST INTRUSTION
IP RATING: IP65
MAGNETIC FLUX DENSITY: 1200 GAUSS ±100



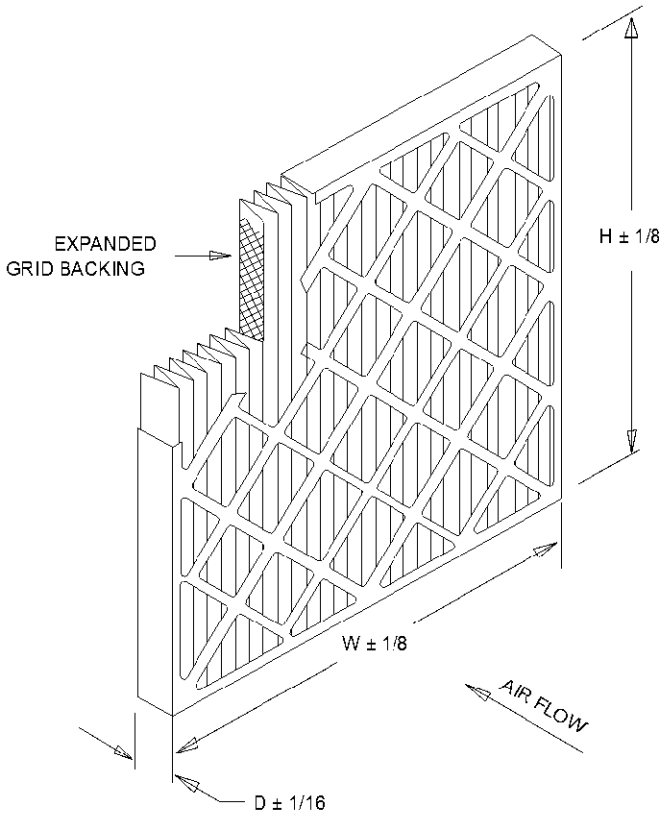




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Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)



STANDARD CONSTRUCTION
1. 100 % Synthetic White Un-Dyed Media
2. 10.0 Pleats Per Foot
3. Expanded Metal Pleat Supports
4. Moisture Resistant Beverage Board Frame
5. Double Wall Frame

NOTES
1. MERV 8-A Per ASHRAE 52.2-2007 Appendix J.
2. Final Resistance: 1/0" W.G.
3. Rated Velocity: 500 FPM
4. Class 2 Filter Per U.L. Standard 900
5. Maximum Operating Temperature: 225 DEG. F

MODEL NUMBER	NOMINAL SIZE IN. W X H X D	ACTUAL SIZE IN. W X H X D	RATED AIR FLOW CFM	INITIAL RESISTANCE IN. W.G.	MEDIA AREA SQ. FT.
MX40-STD2-217	10 X 20 X 2	9-1/2 X 19-1/2 X 1-3/4	700	0.29	4.7
MX40-STD2-220	12 X 20 X 2	11-1/2 X 19-1/2 X 1-3/4	840	0.29	5.5
MX40-STD2-210	12 X 24 X 2	11-3/8 X 23-3/8 X 1-3/4	1000	0.29	6.2
MX40-STD2-239	14 X 20 X 2	13-1/2 X 19-1/2 X 1-3/4	980	0.29	5.7
MX40-2TD2-241	14 X 25 X 2	13-1/2 X 24-1/2 X 1-3/4	1220	0.29	7.1
MX40-STD2-245	15 X 20 X 2	14-1/2 X 19-1/2 X 1-3/4	1050	0.29	6.2
MX40-STD2-201	16 X 20 X 2	15-1/2 X 19-1/2 X 1-3/4	1120	0.29	6.7
MX40-STD2-216	16 X 24 X 2	15-3/8 X 23-3/8 X 1-3/4	1340	0.29	8.0
MX40-STD2-202	16 X 24 X 2	15-1/2 X 24-1/2 X 1-3/4	1400	0.29	8.0
MX40-STD2-280	15 X 20 X 2	17-1/2 X 19-1/2 X 1-3/4	1250	0.29	7.8
MX40-STD2-212	18 X 24 X 2	17-3/8 X 23-3/8 X 1-3/4	1500	0.29	9.3
MX40-STD2-285	18 X 25 X 2	17-1/2 X 24-1/2 X 1-3/4	1570	0.29	9.7
MX40-STD2-203	20 X 20 X 2	19-1/2 X 19-1/2 X 1-3/4	1400	0.29	8.3
MX40-STD2-211	20 X 24 X 2	19-3/8 X 23-3/8 X 1-3/4	1670	0.29	9.9
MX40-STD2-204	20 X 25 X 2	19-1/2 X 24-1/2 X 1-3/4	1750	0.29	10.3
MX40-STD2-205	24 X 24 X 2	23-3/8 X 23-3/8 X 1-3/4	2000	0.29	11.7
MX40-STD2-225	25 X 25 X 2	24-1/2 X 24-1/2 X 1-3/4	2170	0.29	13.6

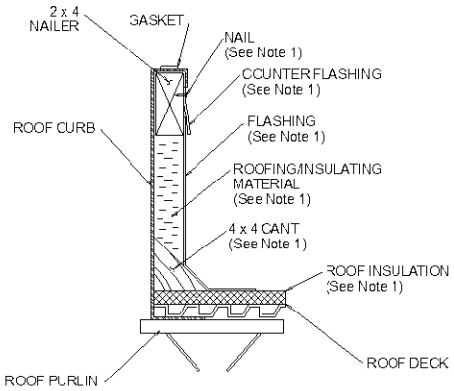
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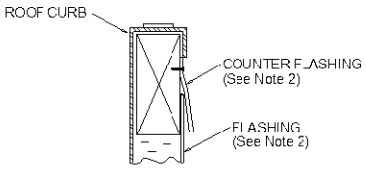
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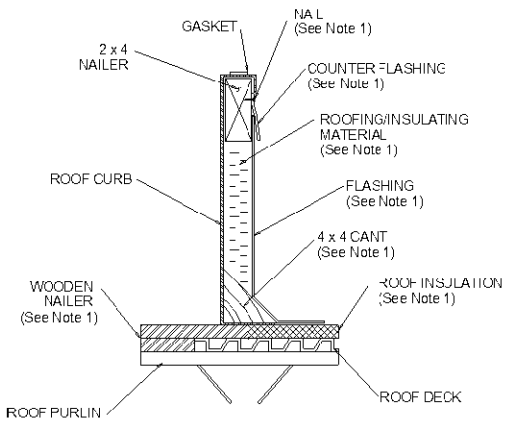
Job Name: Williamson County Justice Center (AHU Repl)

Recommendation for Roof Curb Installation

Refer to Performance IOM for specific installation instructions





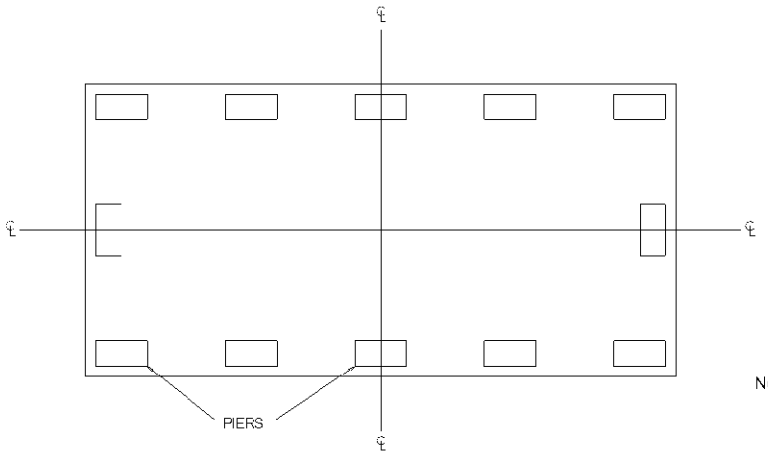


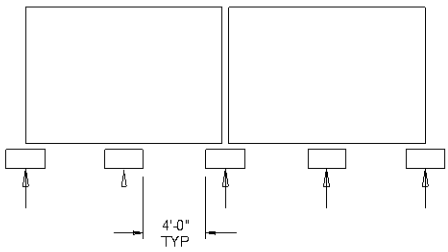
Note:

1. Materials to attach roof curb to roof are to be supplied by the installer.
2. Flashing or counter flashing should not come to or over top of curb.
3. Roof curb must be mechanically fastened to roof surface.

Recommendation for Pier Mounting

Refer to Performance IOM for specific installation instructions





Note:

1. Pier supports should be inside 3" (3 - 50) or 4" (57 - 120) flat of unit base. Unit cannot be supported by unit base drip leg.
2. Piers beneath shipping splits must be structurally sound to support the weight of the unit.

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Job Name: Williamson County Justice Center (AHU Repl)

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Quantity: 1
Tags: RTU_1

SUPPLY FAN 1 SCHEMATIC PAGE 1 OF 2

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NOTES:

1. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. PHANTOM LINES INDICATE CONTROL OPTION. REF. CONTROL PANEL SCHEMATIC FOR SPECIFIC DETAIL.
2. ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), STATE AND LOCAL REQUIREMENTS. OTHER COUNTRIES APPLICABLE NATIONAL AND/OR LOCAL REQUIREMENTS SHALL APPLY. FIELD CONDUCTORS SHALL HAVE INSULATION RATING NOT LESS THAN 600V COPPER CONDUCTORS ONLY.
3. THE MINIMUM CIRCUIT AMPACITY, THE MAXIMUM FUSE SIZE AND DISCONNECT SIZE ARE CALCULATED BASED ON THE INVERTER INPUT LINE CURRENTS PER ARTICLE 430-2 OF THE NATIONAL ELECTRICAL CODE.

4 PROGRAM TERMINAL 18 AS RUN.

5 PROGRAM TERMINAL 27 INV. COASTING STOP.

6 CLOSES TO RUN AUTO MODE OR BYPASS AUTO FOR OPTION VFD OR STARTER.

9 REMOVE JUMPER AND INSTALL FIELD SAFETY INTERLOCK.

CAUTION

USE COPPER CONDUCTORS ONLY!

UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.

FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

ATTENTION

N'UTILISER QUE DES CONDUCTEURS EN CUIVRE!

LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS.

L'UTILISATION DE TOUT AUTRE CONDUCTEUR PEUT ENDOMMAGER L'ÉQUIPEMENT.

PRECAUCIÓN

¡UTILICE ÚNICAMENTE CONDUCTORES DE COERE!

LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.

SI NO LO HACE, PUEDE OCASIONAR DAÑO AL EQUIPO.

⚠ WARNING

HAZARDOUS VOLTAGE!

DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE.

FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

⚠ AVERTISSEMENT

TENSION DANGEREUSE!

COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE, PUIS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DES ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS.

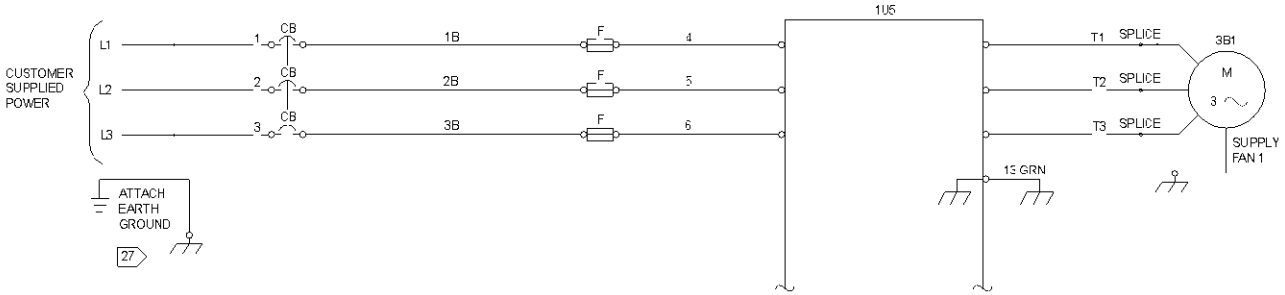
NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

⚠ ADVERTENCIA

¡VOLTAJE PELIGROSO!

DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUSO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR.

EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.



SEE PAGE 2

VFD FUSES				
FUSE	VOLTAGE	PANEL HP (MAX)	P/N	CLASS
1F40 1F41 1F42	200/230	0.5-2	LP-CC-10	CC
		3	LP-CC-15	CC
		5	LP-CC-25	CC
		7.5-10	JJN-50	T
		15	JJN-80	T
		20-25	JJN-100	T
		30-40	JJN-150	T
		50	JJN-200	T
	460	0.5-2	LP-CC-10	CC
		3-5	LP-CC-15	CC
		7.5-10	LP-CC-25	CC
		15-20	JJS-50	T
		25-30	JJS-80	T
		40	JJS-100	T
		50-60	JJS-125	T
		75-100	JJS-200	T
	575	3-10	LP-CC-20	CC
		15-20	LP-CC-30	CC
		25-40	JJS-80	T
		50-75	JJS-125	T
		100-125	JJS-200	T

10 FIELD SUPPLIED CONTACTS.

27 ATTACH GROUND OR EQUIPMENT GROUND.

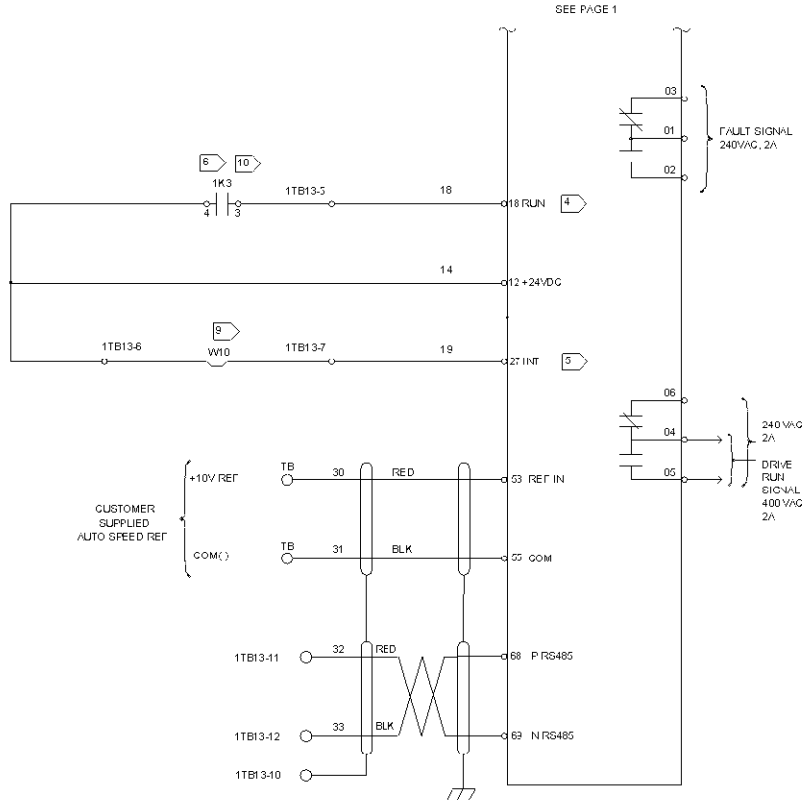
DEVICE PREFIX LOCATION CODE	
AREA	LOCATION
1	HIGH VOLTAGE PANEL
2	LOW VOLTAGE PANEL (UNIT SCHEMATIC)
3	AIR HANDLER SECTION

LEGEND	
DEVICE DESIGNATION	DESCRIPTION
1CB11	CIRCUIT BREAKER
1F40 TO 1F42	VFD FUSES
1K3	START/STOP RELAY
1TB13	TERMINAL STRIP CONTROL CIRCUIT
1U5	VFD CONTROLLER
3B1	MOTOR 1

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CSAA
Quantity: 1
Tags: RTU_1

SUPPLY FAN 1 SCHEMATIC PAGE 2 OF 2



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⚠ WARNING

HAZARDOUS VOLTAGE!

DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE.

FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

⚠ AVERTISSEMENT

TENSION DANGEREUSE!

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CAUTION

USE COPPER CONDUCTORS ONLY!

UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.

FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

ATTENTION

N'UTILISER QUE DES CONDUCTEURS EN CUIVRE!

LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS.

L'UTILISATION DE TOUT AUTRE CONDUCTEUR PEUT ENDOMMAGER L'ÉQUIPEMENT.

PRECAUCIÓN

¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE!

LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.

SI NO LO HAGE, PUEDE OCASIONAR DAÑO AL EQUIPO.

NOTES:

1. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. PHANTOM LINES INDICATE CONTROL OPTION. REF. CONTROL PANEL SCHEMATIC FOR SPECIFIC DETAIL.
2. ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), STATE AND LOCAL REQUIREMENTS. OTHER COUNTRIES APPLICABLE NATIONAL AND/OR LOCAL REQUIREMENTS SHALL APPLY. FIELD CONDUCTORS SHALL HAVE INSULATION RATING NOT LESS THAN 600V COPPER CONDUCTORS ONLY.
3. THE MINIMUM CIRCUIT AMPACITY, THE MAXIMUM FUSE SIZE, AND DISCONNECT SIZE ARE CALCULATED BASED ON THE INVERTER INPUT LINE CURRENTS PER ARTICLE 430-2 OF THE NATIONAL ELECTRICAL CODE.

4 PROGRAM TERMINAL 18 AS RUN.

5 PROGRAM TERMINAL 27 INV. COASTING STOP.

6 CLOSES TO RUN AUTO MODE OR BYPASS AUTO FOR OPTION VFD OR STARTER.

9 REMOVE JUMPER AND INSTALL FIELD SAFETY INTERLOCK.

10 FIELD SUPPLIED CONTACTS.

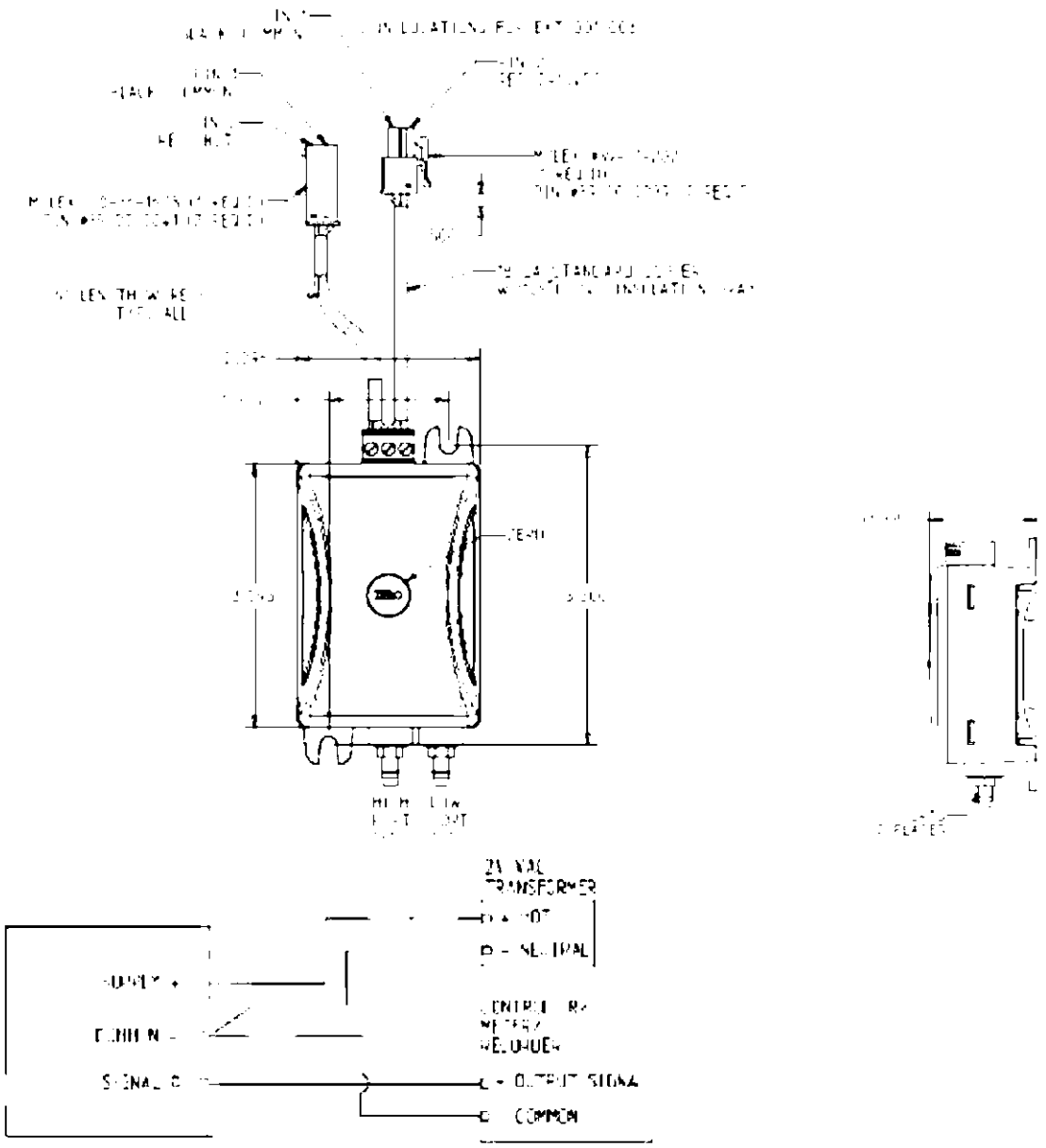
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1U5	VFD CONTROLLER
3B1	MOTOR 1

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NOTE:

1. PRESSURE CONNECTIONS: 3/16" OD BARBED FITTING FOR ¼" TUBING
2. OPERATING TEMPERATURE: 0 - 85 C
3. COMPENSATED TEMPERATURE: 0 - 50 C
4. LOAD IMPEDANCE: 500 OHMS
5. TERMINATION: SCREW TERMINAL BLOCK
6. ACCURACY: 0.25%
7. INPUT VOLTAGE: 24VAC (NOMINAL)

GENERAL

Outdoor air handling units will be shipped with all openings covered to protect unit interior from in-transit debris.

Installing contractor is responsible for long term storage in accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07*-EN).

Unit shall be UL and C-UL Listed.

Supply fans within the scope of AHRI Standard 430 are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org".

Unit sound performance data shall be reported as sound power. Trane, in providing this program and data, does not certify or warrant NC levels. These levels are affected by factors specific to each application and/or installation and therefore unable to be predicted or certified by Trane. Refer to product data for specific fan footnote references.

Manufacturer provided VFDs shall be certified to AHRI Standard 1210 "Performance Rating of Variable Frequency Drives" to ensure documented and reliable VFD efficiency.

Unit Construction

Outdoor unit roofs shall incorporate a standing seam on the exterior to ensure a rigid roof construction and prevent water infiltration. Roof assembly shall overhang all walls by 1.5-inch minimum to prevent sheeting from roof to side panels. Rain gutters shall also be provided over all doors shorter than total unit height to direct rain away from the door assembly. Outdoor roofs shall be sloped, not less than 0.125 inches per foot, for water drainage. Where outdoor units are shipped in multiple sections, provide standing-seam joiners at each split with adhesive, hardware, and cover strips for field joining by the installing contractor.

All unit panels shall be 2" solid, double-wall construction to facilitate cleaning of unit interior. Unit panels shall be provided with a mid-span, no-through-metal, internal thermal break. Casing thermal performance shall be such that under 55°F supply air temperature and design conditions on the exterior of the unit of 81°F dry bulb and 73°F wet bulb, condensation shall not form on the casing exterior.

All outdoor AHU interior casing panels will be made of galvanized steel.

External surface of unit casing will be coated with water-based polyurethane paint. Color to be "Deluxe beige". Factory-painted units will be able to withstand a salt spray test in accordance with ASTM B117 for a minimum of 500 consecutive hours and shall meet the following requirements following the salt-spray test:
- Mean scribe creepage rating of at least 6 per ASTM D1654 procedure A
- Blister size no larger than #6 per ASTM D714
- Blister density no greater than Medium per ASTM D714
- No onset of red rust

Casing Deflection
The casing shall not exceed 0.0042 inch deflection per inch of panel span at 1.00 times design static pressure. Maximum design static shall not exceed +8 inches w.g. in all positive pressure sections and -8 inches w.g. in all negative pressure sections.

Floor Construction
The unit floor shall be of sufficient strength to support a 300.0 lb load during maintenance activities and shall deflect no more than 0.0042 inch per inch of panel span.

Unit base
Manufacturer to provide a full perimeter integral base frame for either ceiling suspension of units or to support and raise all sections of the unit for proper trapping. Indoor unit base frame will either be bolted construction or welded construction. All outdoor unit base frames shall be welded construction. For indoor units, refer to schedule for base height and construction type. Contractor will be responsible for providing a housekeeping pad when unit base frame is not of sufficient height to properly trap unit. Unit base frames not constructed of galvanized steel shall be chemically cleaned and coated with both a rust-inhibiting primer and finished coat of rust-inhibiting enamel. Unit base height to be included in total height required for proper trap height.

Insulation
Panel insulation shall provide a minimum thermal resistance (R) value of 13 ft²-h-°F/Btu throughout the entire unit. Insulation shall completely fill the panel cavities in all directions so that no voids exist and settling of insulation is prevented. Panel insulation shall comply with NFPA 90A.

Drain Pan
In sections provided with a drain pan, the drain pan shall be designed in accordance with ASHRAE 62.1. To address indoor air quality (IAQ) the drain pan shall be sloped in two planes promoting positive drainage to eliminate stagnant water conditions. Drain pan shall be insulated, and of double wall construction. The outlet shall be the lowest point on the pan, and shall be of sufficient diameter to preclude drain pan overflow under normally expected operating conditions. All drain pans connections shall have a threaded connection, extending a minimum of 2-1/2" beyond the unit base, and shall be made from the same material as the drain pan. Drain pan located under a cooling coil shall be of sufficient size to collect all condensate produced from the coil.
Refer to Product Data for specific information on which sections are supplied with a drain pan, the drain pan material and connection location.

Access Door Construction
Access doors shall be 2" double wall construction. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels respectively. All doors shall be provided with a thermal break construction of door panel and door frame. Gasketing shall be provided around the full perimeter of the doors to prevent air leakage. Surface mounted handles shall be provided to allow quick access to the interior of the functional section and to prevent through cabinet penetrations that could likely weaken the casing leakage and thermal performance. Handle hardware shall be designed to prevent unintended closure. Access doors shall be hinged and removable for quick easy access. Hinges shall be interchangeable with the door handle hardware to allow for alternating door swing in the field to minimize access interference due to unforeseen job site obstructions. Door handle hardware shall be adjustable and visually indicate locking position of door latch external to the section. Door hinges shall be galvanized.

All doors shall be a minimum of 60" high when sufficient height is available or the maximum height allowed by the unit height.

Door handles shall be provided for each latching point of the door necessary to maintain the specified air leakage integrity of the unit. Optionally for indoor AHUs and as standard on outdoor AHUs, outward swing doors are provided with a single handle linked to multiple latching points. An optional shatterproof window shall be provided in access doors where indicated on the plans. Window shall either be single pane, or thermal dual pane, as defined on schedule. Window shall be capable of withstanding unit operating pressures and shall be safe for viewing UV-C lamps.
Refer to Product Data for specific information on which sections are supplied with an access door, the door location, a single handle and a window.

Factory-supplied Curb
Outdoor AHU will be provided with a factory-supplied roof curb. Curb will be shipped to jobsite disassembled. Contractor will be responsible for assembly and mounting to roof structure per the Roof Curb Manual. Units with factory-supplied external piping cabinet(s), the factory-supplied curb will include a curb section for the pipe cabinet(s).
Refer to the Roof Curb Detail drawing and Product Data section of submittal for height of factory-supplied roof curb(s).

Marine Light
A factory-mounted, weather resistant (enclosed and gasketed to prevent water and dust intrusion), light emitting diode (LED) fixture shall be provided in sections of the unit as specified for maintenance and service visibility. Fixture shall be complete with aluminum die cast housing, polycarbonate lens designed for maximum light output, and LEDs wired to a single switch within a factory provided service module. LED lighting shall provide instant-on "white" light and have a minimum 50,000 hour life. Fixtures shall be designed for flexible positioning during maintenance and service activities for optimal location. All lights within the unit shall be wired to a single switch within the factory provided service module.
Service module shall be provided on the fan section.
Refer to the Product Data section of the submittal for sections with marine lights.

Lifting Instructions
The air handling units must be rigged, lifted, and installed in strict accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07G-EN). The units are also to be installed in strict accordance with the specifications. Units may be shipped fully assembled or disassembled to the minimum functional section size in accordance with shipping and job site requirements.

Outdoor units shall be shipped on 6" integral base frame for the purpose of mounting units on a roof curb or field-supplied pier support system. Refer to the Product Data section for type of the base frame provided (for roof curb or pier-mount).

All units will be shipped with an integral base frame designed with the necessary number of lift points for safe installation. All lifting lugs are to be utilized during lift. The lift points will be designed to accept standard rigging devices and be removable after installation. Units shipped in sections will have a minimum of four points of lift.

MIXING SECTION
A mixing section shall be provided to support the damper assembly for outdoor, return, and/or exhaust air.

Dampers
Dampers shall modulate the volume of outdoor, return, or exhaust air. The dampers shall be of double-skin airfoil design with metal, compressible jamb seals and flexible blade-edge seals on all blades. The blades shall rotate on stainless-steel sleeve bearings. The dampers shall be rated for a maximum leakage rate of 3 cfm/ft² at 1 in. w.g. complying with ASHRAE 90.1 maximum damper leakage. All leakage testing and pressure ratings shall be based on AMCA Standard 500-D. Dampers may be arranged in a parallel or opposed-blade configuration.

Inlet Hoods
Inlet hoods are provided on the outside air openings and equipped with high performance moisture eliminators to minimize water carryover from the outside into the unit casing. Eliminators also perform the function of a bird screen to prevent nesting.
Refer to the unit As-Built and Product Data section for specific information on which sections are supplied with inlet hood.

Title 24
The following specifications apply only to units with outside air and return air dampers, with actuators. The 5 year warranty applies only to these items.
This unit contains Economizer that meets or exceeds all mandatory requirements prescribed by Title 24, including but not limited to:
- 5 yr parts only warranty
- Successfully tested to 60,000 Actuations
- Less than 10 cfm/sq.ft. of damper leakage at 1" WG per AMCA 500L

Filters

Mixing sections shall be provided with a filter rack as indicated in the Product Data and As-Built sections of the submittal.

2-inch pleated media filters made with 100% synthetic fibers that are continuously laminated to a supported steel-wire grid with water repellent adhesive shall be provided. Filters shall be capable of operating up to 625 fpm face velocity without loss of filter efficiency and holding capacity. The filters shall have a MERV 8 rating when tested in accordance with the ANSI/ASHRAE Standard 52.2.

COIL SECTION WITH FACTORY INSTALLED COIL

The coil section shall be provided complete with coil and coil holding frame. The coils shall be installed such that headers and return bends are enclosed by unit casings. If two or more cooling coils are stacked in the unit, an intermediate drain pan shall be installed between each coil and be of the same material as the primary drain pan. Like the primary drain pan, the intermediate drain pan shall be designed being of sufficient size to collect all condensation produced from the coil and sloped to promote positive drainage to eliminate stagnant water conditions. The intermediate pan shall begin at the leading face of the water-producing device and be of sufficient length extending downstream to prevent condensate from passing through the air stream of the lower coil. Intermediate drain pan shall include downspouts to direct condensate to the primary drain pan. The outlet shall be located at the lowest point of the pan and shall be sufficient diameter to preclude drain pan overflow under any normally expected operating condition.

Coil with Inspection

The coil section shall include an inspection section complete with a double-wall, removable door downstream of the coil for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors shall be provided with a thermal break construction of door panel and door frame.

Casing penetrations supplied for hydronic drain and vents. Piping contractor shall provide extended piping.

Water Coils (UP, WP, UW, UU, UA, 3W, 3U, W, 5W, 5A, WD, 5D, D1, D2, P, or TT)

The coils shall have aluminum fins and seamless copper tubes. Copper fins may be applied to coils with 5/8-inch tubes. Fins shall have collars drawn, belled, and firmly bonded to tubes by mechanical expansion of the tubes. The coil casing may be galvanized or stainless steel. Refer to the Product Data section of the submittal for the coil casing material.
The coils shall be proof-tested to 300 psig and leak-tested under water to 200 psig. Coils containing water or ethylene glycol are certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org. Propylene glycol and calcium chloride, or mixtures thereof, are outside the scope of AHRI Standard 410 and, therefore, do not require AHRI 410 rating or certification.

Coil connections are constructed of cast iron with female connections, steel block with female connections or steel pipe with male connections. Type P or TT coil connections do not extend out of unit casing. All other water coil types have connections that extend out beyond unit casing. Headers on downstream coil bank of staggered coil sections do not extend beyond the unit casing and must be completed by the on-site piping contractor.

Tubes are 1/2" [13 mm] OD 0.016" [0.406 mm] thick copper.

Tubes are 5/8" [16 mm] OD 0.020" [0.508 mm] thick copper.

ACCESS/INSPECTION / TURNING SECTION

A section shall be provided to allow additional access/inspection of unit components and space for field-installed components as needed. An access door shall be provided for easy access. All access sections shall be complete with a double-wall, removable door downstream for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors downstream of cooling coils shall be provided with a thermal break construction of door panel and door frame.

DIRECT-DRIVE PLENUM FAN SECTION

The fan type shall be provided as required for stable operation and optimum energy efficiency. The fan shall be a single-width, single-inlet, multiblade-type direct-drive plenum fan. Motor bearing life of the direct-drive plenum fan shall be not less than L-10 250,000 hrs. *Refer to the Product Data section for fan quantity and number of blades selected within each unit.* Central Station Air Handling Unit Supply Fans are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org" Central Station Air Handling Unit Supply Fans shall be tested and rated in-accordance with AHRI Standard 260 for sound performance.

Fans that are selected with inverter balancing shall first be dynamically balanced at design RPM. The fans then will be checked in the factory from 25% to 100% of design RPM to insure they are operating within vibration tolerance specifications, and that there are no resonant frequency issues throughout this operating range. Inverter balancing that requires lockout frequencies inputted into a variable frequency drive to in order to bypass resonant frequencies shall not be acceptable. If supplied in this manner by the unit manufacturer, the contractor will be responsible for rebalancing in the field after unit installation. Fans selected with inverter balancing shall have a maintenance free grounding assembly installed on the fan motor to discharge both static and induced shaft currents to ground.

On units supplied with plenum or motorized impeller fans, door guard(s) shall be supplied on the access door(s) to the fan and those downstream access door(s) where unintended access to the plenum or motorized impeller fan could occur. Door guard is intended to deter unauthorized entry and incidental contact with rotating components. *Refer to the Product Data section for fans with access door guard(s).*

Motor Frame

The motor shall be mounted integral to the isolated fan assembly and furnished by the unit manufacturer. The motor is mounted inside the unit casing on an adjustable base to permit adjustment of drive belt tension (not applicable for direct drive plenum fans). The motor shall meet or exceed all NEMA Standards Publication MG 1 requirements and comply with NEMA Premium efficiency levels when applicable except for fractional horsepower motors which are not covered by the NEMA classification. The motor shall be T-frame, squirrel cage with size, type, and electrical characteristics as shown on the equipment schedule. *Refer to the Product Data section for selected fan motors within each unit.*

Two-Inch Spring Isolators

Direct-drive fan and motor assemblies shall be internally isolated from the unit casing with 2-inch (50.8 mm) deflection spring isolators. The isolation system shall be designed to resist loads produced by external forces, such as earthquakes, and conform to the current IBC seismic requirements.

Single transmitter

The fan shall have an airflow measurement system to measure fan airflow directly or to measure differential pressure that can be used to calculate fan airflow. The system shall predict airflow within +/5 percent total accuracy (device & transmitter) when operating within the stable operating region of the fan curve. On units supplied with multiple direct drive fans, one fan is tubed and one transmitter is supplied for the total array. The submitted fan airflow performance and noise levels shall not be affected by the installation of the device. Any device that provides an obstruction to the fan inlet will not be accepted. Refer to the Product Data section for fans with flow meters.

Combination VFD / Disconnect
A combination Variable Frequency Drive (VFD) / disconnect shall be provided when variable air volume control is required for fan operation. Whether for single fan, dual fan, or fan array applications, a single VFD shall be provide to ensure proper operation and to optimize operating life. Each VFD / disconnect shall be properly sized, factory mounted in a full metal enclosure, wired to the fan motor(s), and commissioned to facilitate temporary heating, cooling, ventilation, and/or timely completion of the project. VFD / disconnects shall include a circuit breaker disconnect with a through-the-door interlocking handle and shall be lockable. The VFD package shall also include:

a) Electronic manual speed control
b) Hand-Off-Auto (H-O-A) selector switch
c) Inlet fuses to provide maximum protection against inlet short circuit
d) Current limited stall prevention
e) Auto restart after momentary power loss
f) Speed search for starting into rotating motor
g) Anti-windmill w/DC injection before start
h) Phase-to-phase short circuit protection
i) Ground fault protection
j) Manual motor protection MMP

Units with factory-mounted controls shall include power wiring from the VFD panel to the control system transformers, binary output on/off wiring, analog output-speed-signal wiring, and all interfacing wiring between the VFD and the direct digital controller.

The VFD shall be UL508C listed and CSA certified and conform to applicable NEMA, ICS, NFPA, & IEC standards.

The supply fan's Starter/VFD shall be mounted internal of unit casing in the controls section. The internal enclosure shall be an integral part of the unit casing to allow for thermal venting to casing interior, but shall be accessible from unit exterior through access door. Internally mounted starters shall have doors with the same construction as other doors on unit. An external disconnect shall be mounted through the door to the starter/VFD to disconnect full power from starter/VFD.

Motor Wiring Conduit
The fan motor wiring shall be factory-wired to the unit-mounted starter/disconnect, variable frequency drive, or external motor junction box within flexible metal conduit of adequate length so that the fan vibration isolation, if applicable, will not be restricted. *Refer to the Product Data section for fans with motor wiring conduit.*

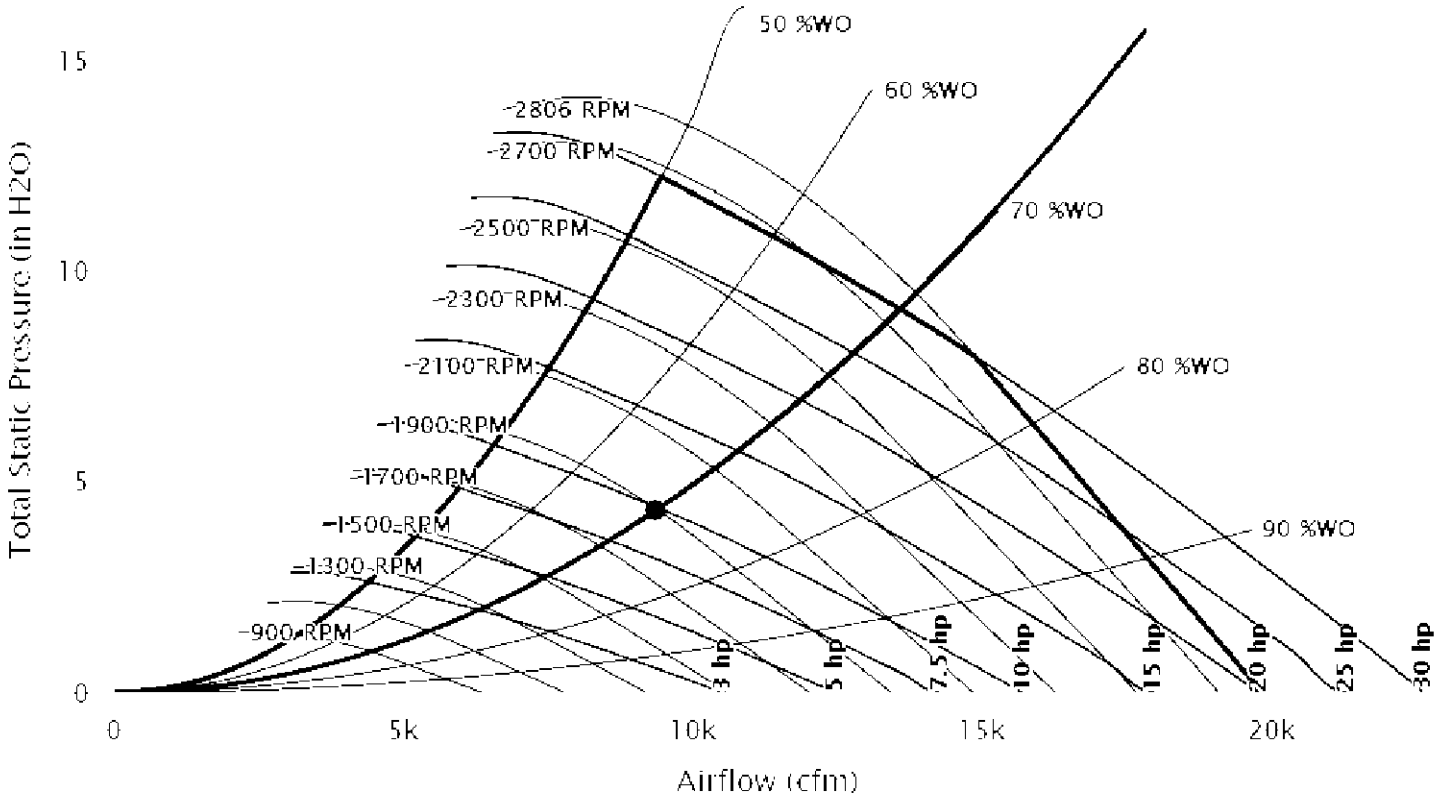
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Fan Details

Unit Size	24UR	**Operating Brake Power**	9.890 hp
Motor Frequency	64.00 Hz	**Altitude**	0.00 ft
Operating Airflow	9,370 cfm	**Design Temp.**	70.00 F
Operating Static Pressure	4.357 in H2O	**Efficiency**	65.08 %
Operating RPM	1,898 rpm		

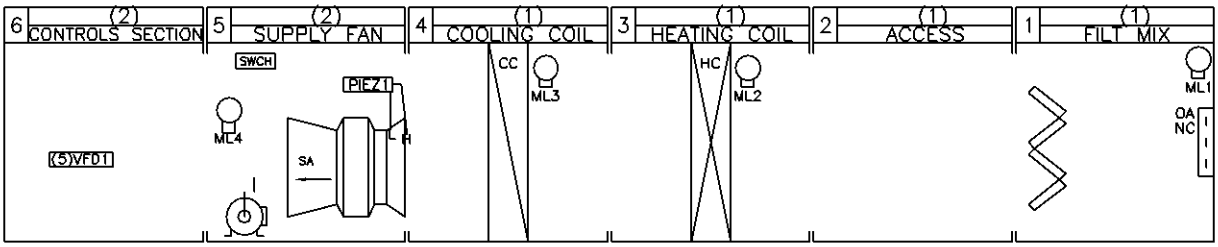
RTU_1 - Supply - Single Fan

Size 21 DDP 24.5 inch AF H Press 80% Width 9 blades



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WIRING DETAIL 1 (OUTDOOR)



DRAWN BY SERVICE ACCOUNT	Trane	CSOA–SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_1
DATE 5/2/2023		
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

MARINE LIGHT BOX

(SEPARATE BOX)

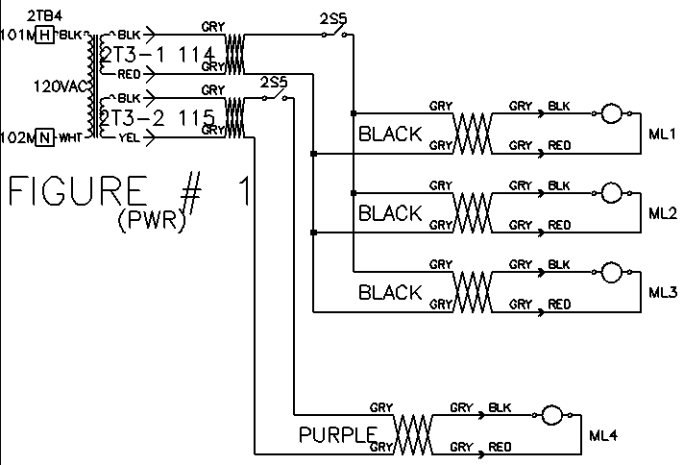


FIGURE # 1
(PWR)

DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA-SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_1
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

LEGEND DETAIL 1
(OUTDOOR)

POS#	BUILD GROUP	DESCRIPTION	LABEL	PWR HR-WIRE	SIGNAL HR-WIRE	XFMR	POWER VA
0		150VA TRANSFORMER	2T3				
1		Marine Light	ML1	BLACK		2T3-1	22
3		Marine Light	ML2	BLACK		2T3-1	22
4		Marine Light	ML3	BLACK		2T3-1	22
5		Marine Light	ML4	PURPLE		2T3-2	22
5		Flow meter	PIEZ1				
6		Supply Fan VFD	VFD1				

DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA-SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_1
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)

Trane Performance Climate Changer Air Handler

Unit Overview - RTU_2

Application	Unit Size	External Dimensions Height	Width	Length	Weight Installed	Rigging
Outdoor unit	CSAA021	59.0 in	80.0 in	187.0 in	4429 lb	3837 lb

Quantity of Shipping Sections	Largest Ship Split Height	Width	Length	Heaviest Ship Split	Elevation
1 piece(s)	59.0 in	80.0 in	186.9 in	3998 lb	0.00 ft

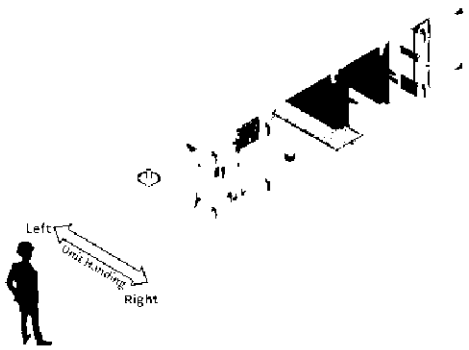
Supply Fan

Airflow 10920 cfm **Total Static Pressure** 4.796 in H2O

Note: Height includes air handler sloped roof panel and standing seam.

Construction Features

Panel	2in. foam injected R-13 with thermal break
Panel Material	All unit inner panels - galvanized
Integral Base Frame	6in. integral base frame
Paint	Deluxe beige
Short Circuit Current Rating	5 kA
Agency Approval	UL listed unit
Roof Curb Type	Standard roof curb



Unit Electrical

Circuit	Voltage/Phase/Frequency	FLA	MCA	Max Fuse Size
Circuit number 1 Supply fan motor(s)	460/3/60	21.00 A	26.25	45.00
Circuit number 2 Lights + switch	115/1/60	2.61 A	3.26	15.00

Unit Controls

Controller Type No controller

Warranty

Warranty section Extd. warranty
Labor - 1st year 1st year labor warranty

Air mixing section - Position: 1

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop	Hood
Back	Outside	Parallel blade damper	10920 cfm	1264 ft/min	8.64 sq ft	0.298 in H2O	Yes

Filter

Type	Frame	MERV Rating	Quantity	Size
Pleated media - MERV 8	2"	MERV 8	12.00	16in.x25in.
Pressure Drop	**Condition**	**Face Velocity**	**Airflow**	**Area**
1.000	Dirty	328 ft/min	10920 cfm	33.33 sq ft

Section Options

Door Location Right
Marine Light Marine LED light

Access/blank/turning section - Position: 2

Options

Section Length 10.000 in

Heating coil section - Position: 3

Coil Construction

Model	Hot water - 1/2" Unit Optimized, Low Water Flow (UA)
Rows	2
Tube Diameter	1/2in. tube diameter (12.7 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.016" (0.406 mm) copper tubes
Fin Spacing	118 Per Foot
Fin Material	Aluminum fins
Fin Type	Delta flo E (energy efficient)
Face Area	20.81 sq ft
Coil (top/single) H x L	43 in. (1092 mm) X 69" (1753 mm) finned length
Casing	Galvanized
Turbulators	Yes
Rigging Weight	101.5 lb
Installed Weight	118.0 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan Size	Small
Door Location	Left
Marine Light	YES

Coil Performance

Capacity

Total	491.47 MBh

Air

Flow	10920 cfm
Entering Dry Bulb	24.00 F
Leaving Dry Bulb	65.50 F
Pressure Drop	0.205 in H2O
Face Velocity	525 ft/min

Fluid

Flow	32.74 gpm
Entering	180.00 F
Leaving	150.00 F
Pressure Drop	5.88 ft fluid
Tube Velocity	3.30 ft/s
Reynolds Number	33440.84
Type	Water
Concentration	100.00 %
Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Volume	1.99 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.



Cooling coil section - Position: 4

Coil Construction

Model	Chilled water - 5/8" Shipping Coil, General (W)
Rows	6
Tube Diameter	5/8in. tube diameter (15.875 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.020" (0.508 mm) copper tubes
Fin Spacing	120 Per Foot
Fin Material	Aluminum fins
Fin Type	Prima flo H (Hi efficient)
Face Area	19.83 sq ft
Coil (top/single) H x L	42 in. (1067 mm) X 68" (1727 mm) finned length
Casing	Stainless steel
Turbulators	Not Included
Rigging Weight	439.1 lb
Installed Weight	584.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan	Stainless steel
Drain Pan Size	Extended medium
Drain Connection	Right
Minimum Trap Height (L)	8.018 in
H Trap Dimension	4.678 in
J Trap Dimension	2.339 in
Door Location	Left
Marine Light	YES

Coil Performance

Capacity

Total	832.76 MBh
Sensible	406.59 MBh

Air

Flow	10920 cfm
Entering Dry Bulb	89.00 F
Entering Wet Bulb	77.00 F
Leaving Dry Bulb	55.59 F
Leaving Wet Bulb	55.40 F
Pressure Drop	0.901 in H2O
Face Velocity	551 ft/min

Fluid

Flow	165.96 gpm
Entering	44.00 F
Leaving	54.00 F
Pressure Drop	19.78 ft fluid
Tube Velocity	6.55 ft/s
Reynolds Number	23473.61
Type	Water
Concentration	100.00 %
Fouling Factor	0.00000 hr-sq ft-deg F/Btu
Volume	17.35 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)

Supply fan section - Position: 5

Fan Data

Wheel Diameter/Type/Class	22.25in. dd plenum, full width, H press
Fan Quantity	1
Discharge Location	Front top
Motor Location	Right side drive
Blades	Higher eff.(some bands lower,more spike)
Drive Service Factor	Direct drive
Fan K-factor	2714.00

Fan Performance

Airflow	10920 cfm
Total Static Pressure	4.796 in H2O
Total Brake Power	14.175 hp
Operating Speed	2327 rpm
AMCA FEG	FEG80
Bare fan peak total efficiency	71.10 %
Unit Static Efficiency	58.25 %

Motor Interface Options

Selection Type	VFD
Voltage	460/3
Mounting Location	Internal mounting
Motor Wire In Conduit	Motor wiring conduit
VFD Frequency	79.00 Hz

Motor Data

Power / Fan	15 hp
Voltage	460/3
Speed	1800
Class	NEMA premium compliant ODP
Efficiency	93.19 %
Part Load Efficiency	91.05 %
Fan electrical power (FEP)	11.78 kW
FEI	1.19
AHRI VFD HP	15.000 hp
Wire to air static efficiency	52.18 %

Note: VFD driven motor fan electrical power calculated in accordance with AHRI 430.

Note: Certified airflow performance per AHRI 430

Fan Section Options

Fan Wheel Balance	Inverter balance with shaft grounding
Door Location	Right
Door Guard	Yes
Marine Light	Marine LED light

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		10920 cfm	447 ft/min	24.41 sq ft	0.031 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

Supply fan	
Air mixing section	1.57
Coil section	0.21
Coil section	0.90
Fan section	0.03
Controls section	0.09
Internal Static Pressure	**2.80**
External Static Pressure	**2.00**
Total Static Pressure	**4.80**

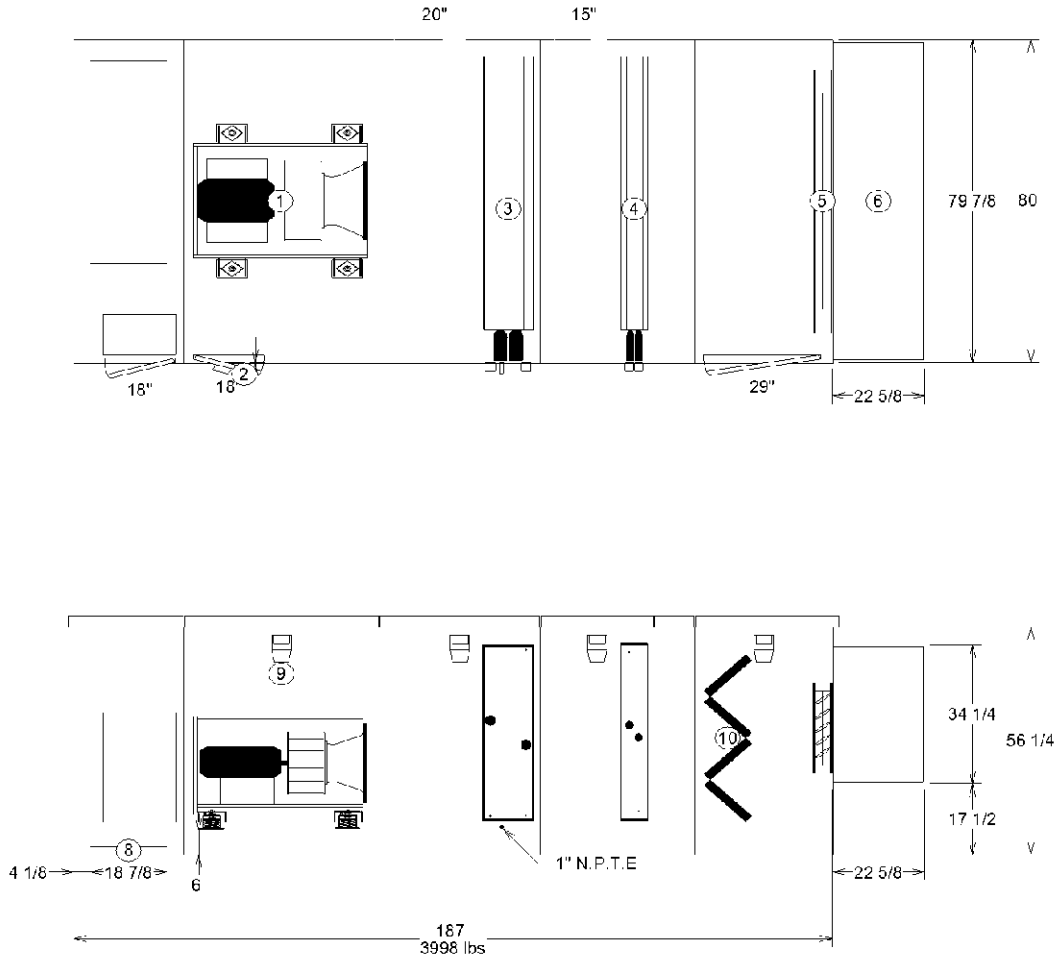
Starter/VFD only section - Position: 6

Supply Fan Motor Interface Door Right

Face	Path	Type	Openings Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	10920 cfm	1666 ft/min	6.55 sq ft	0.087 in H2O

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)



1 Plenum fan - 22.25in. dd plenum, full width, H press Supply fan 15 hp 460/3
2 Light switch and/or receptacle RH
3 Cooling coil - 6 Rows Coil type 5/8" Shipping Coil, General (W)
4 Heating coil - 2 Rows Coil type 1/2" Unit Optimized, Low Water Flow (UA)
5 Damper back-parallel blade 22.75 x 66
6 Hood back
7 1" N.P.T.E
8 Opening bottom 50 x 18.875
9 Marine light
10 Angled Filters -

Doors
18 width x 46 height
20 width x 46 height
15 width x 46 height
29 width x 46 height

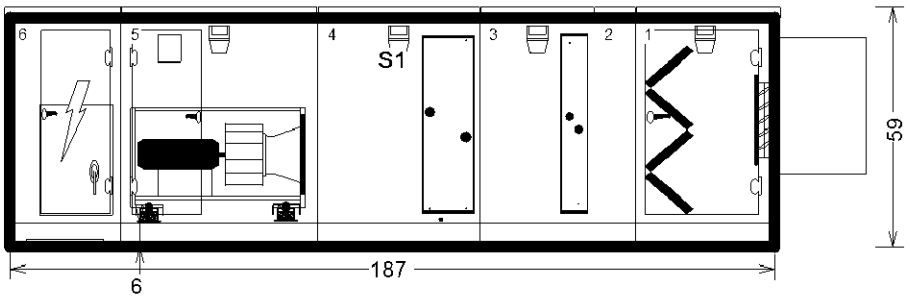
For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length shown.

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

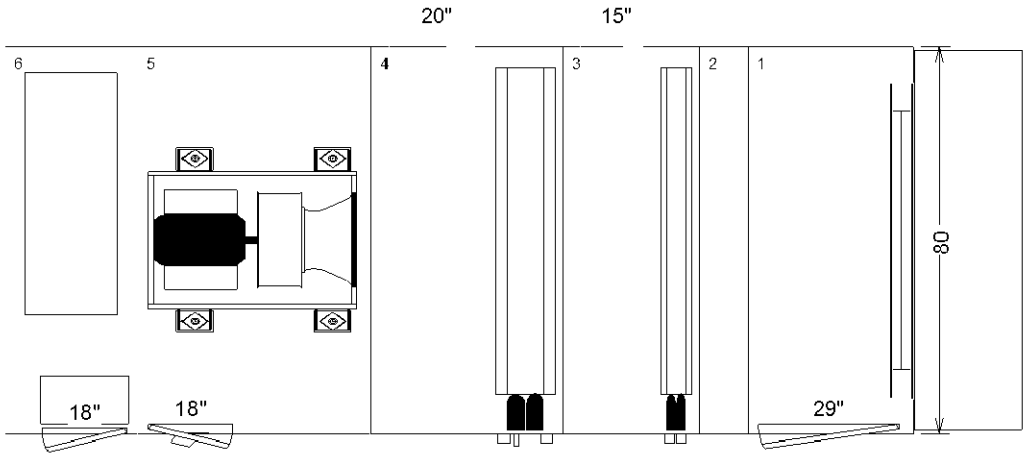
TRANE
Performance Climate Changer
Air Handlers

Shipping splits are indicated by thick black lines



For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length sh

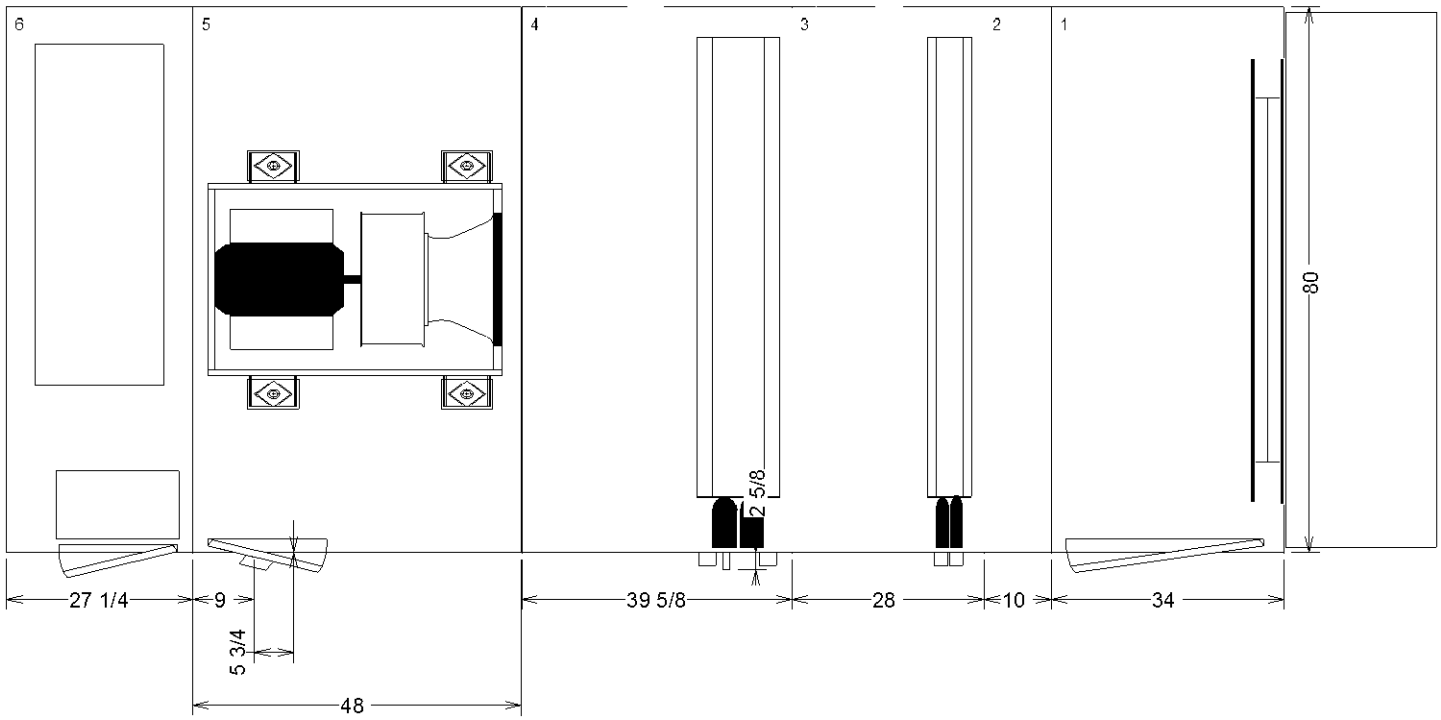
Pos #	Module	Length	Weight
1	Air mixing section	34	564.18
2	Access section	10	118.11
3	Coil section	28	391.03
4	Coil section	39 5/8	976.36
5	Fan section	48	1460.14
6	Controls section	27 1/4	488.57
	Roof Curb		430.21
	Installed Unit Weight		4428.59 lbs



Basic Overall Plan View: Top - Measurements in inches

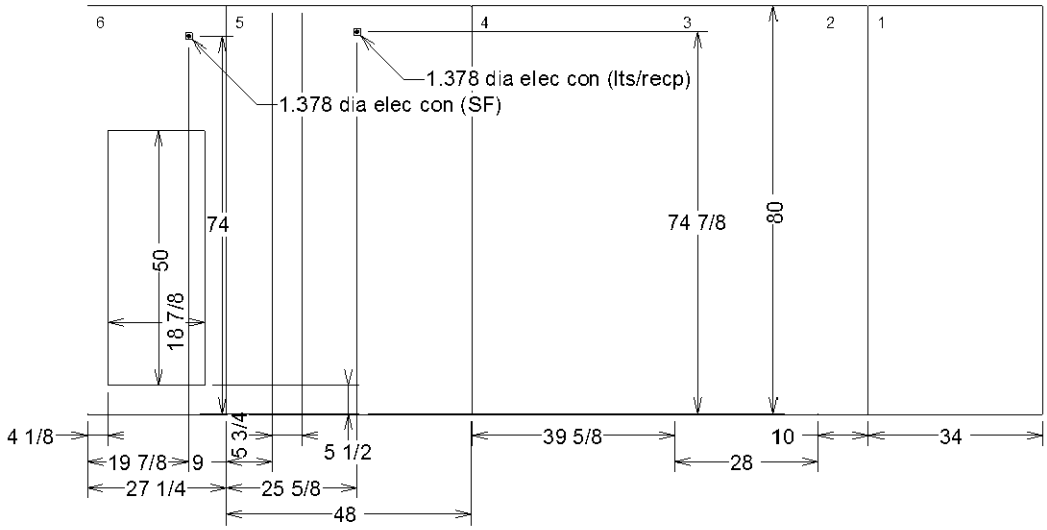
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Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2	
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6	



Right Side of Unit

Detailed Plan View: Top - Measurements in inches



Left Side of Unit

Detailed Plan View: Bottom - Measurements in inches

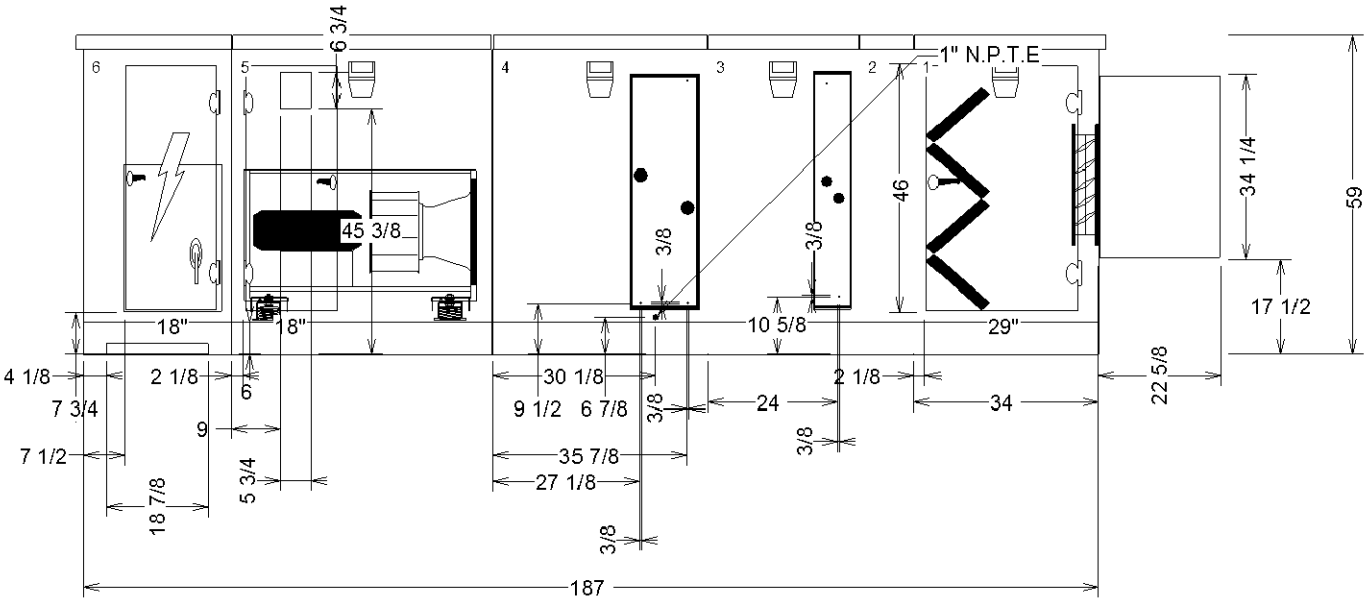
****Placement of electrical conduit may vary by a tolerance of 8" in any direction.**

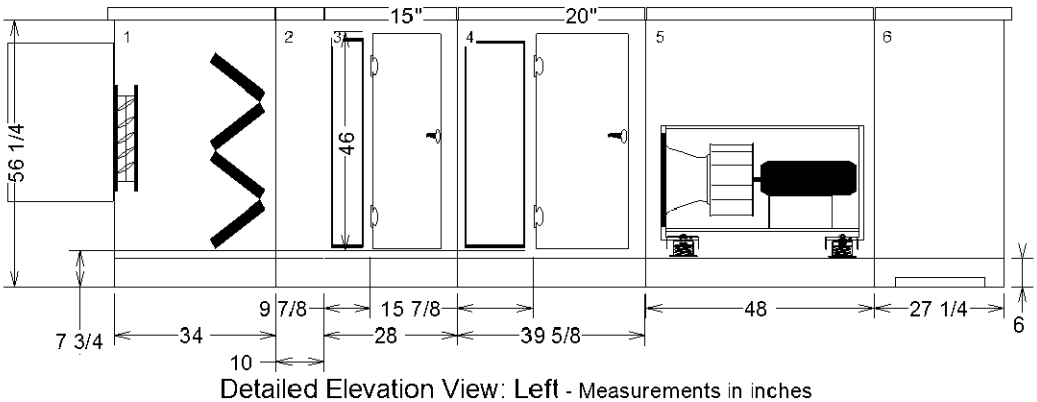
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Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2	
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6	

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)



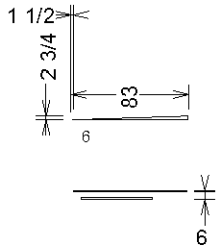


Detailed Elevation View: Left - Measurements in inches

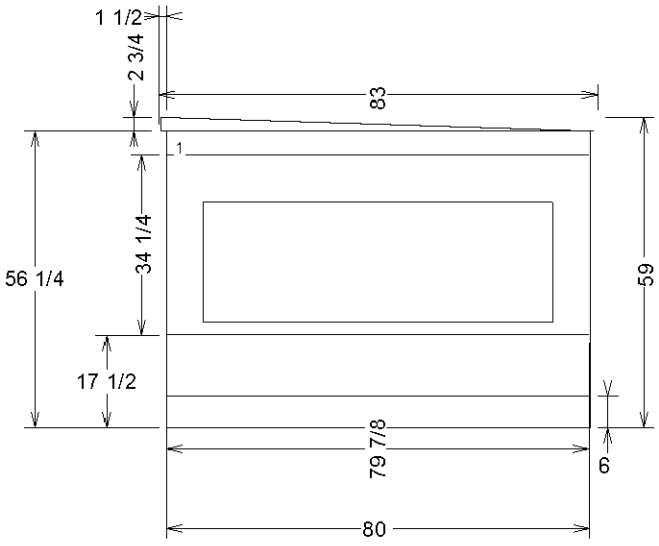
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Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

TRANE
Performance Climate Changer Air Handlers



Detailed Elevation View: Front - Measurements in inches



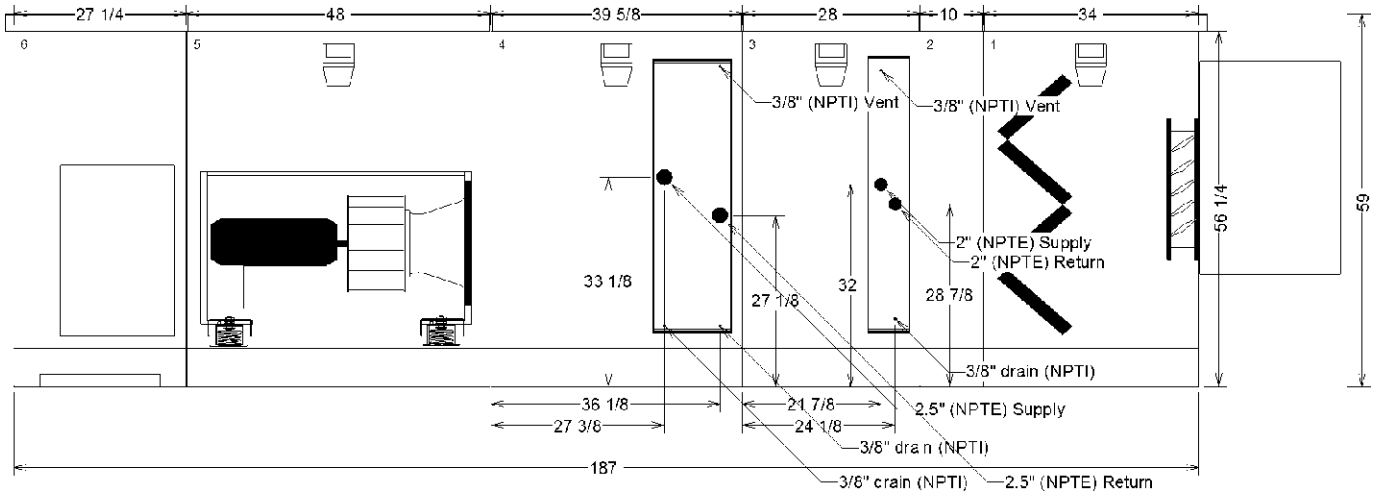
Detailed Elevation View: Back - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2	
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6	

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)



NPTI : National Pipe Thread Internal Connection
NPTE : National Pipe Thread External Connection

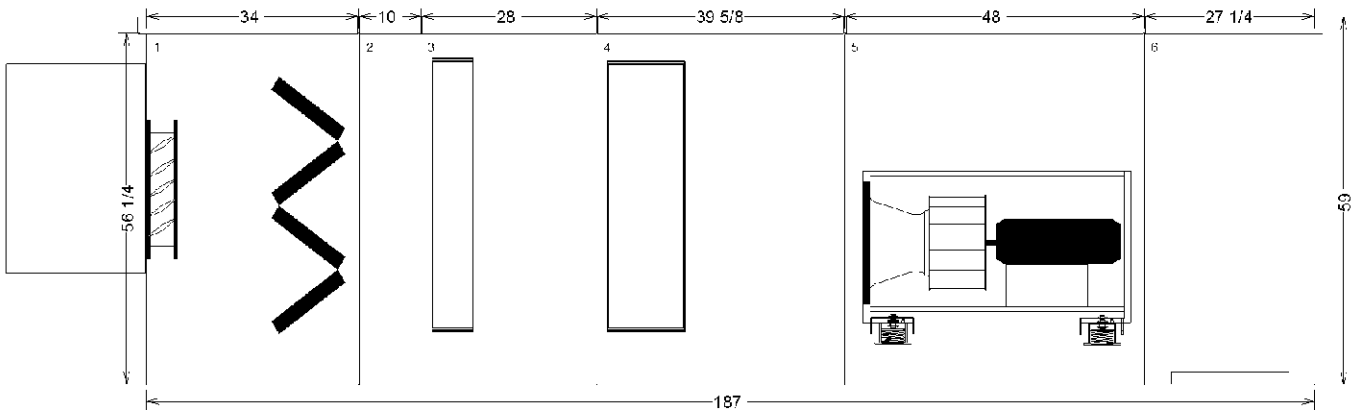
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Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

TRANE
Performance Climate Changer
Air Handlers

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)



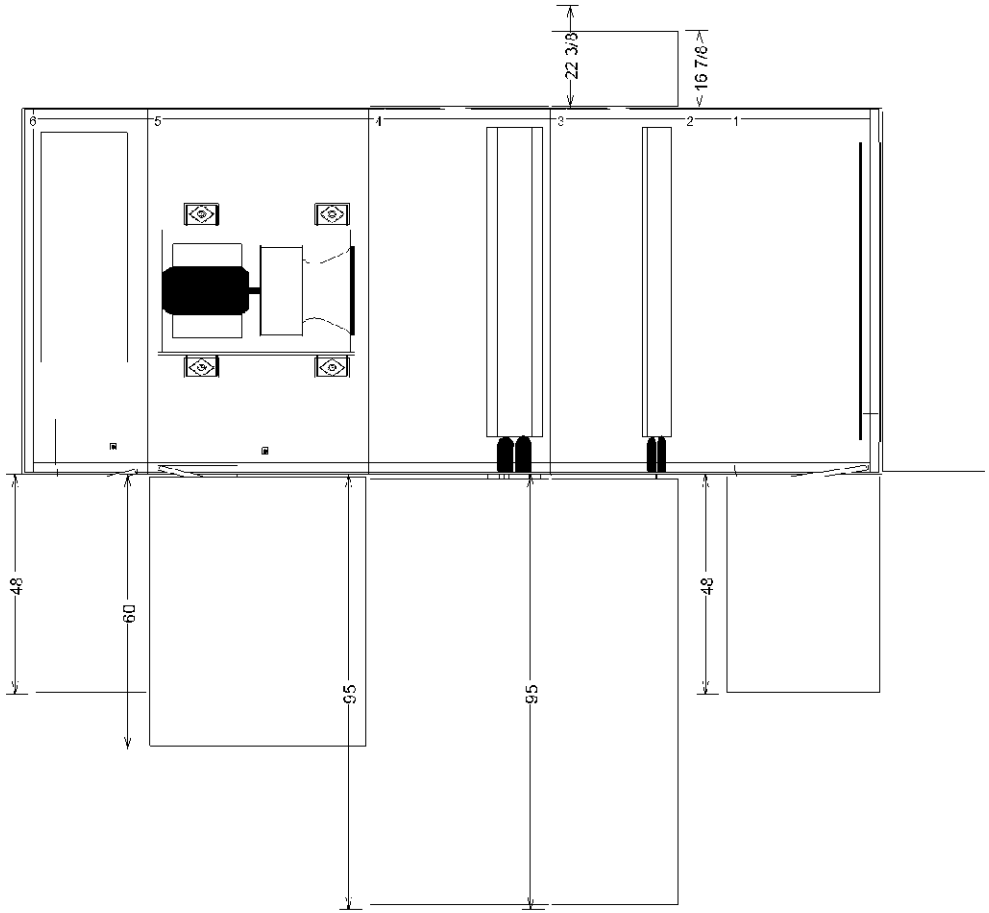
Coil connection view: Left - Measurements in inches

NPTI : National Pipe Thread Internal Connection
NPTE : National Pipe Thread External Connection

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2	
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6	

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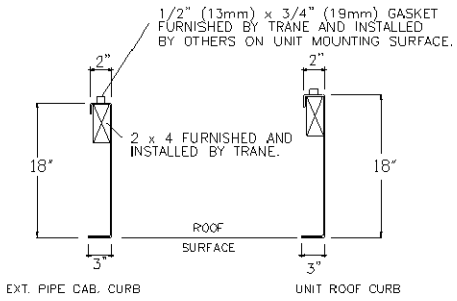
Basic Service Clearance - Plan - Measurements in inches

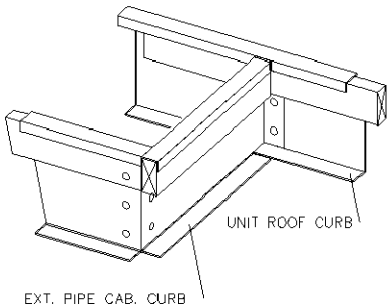
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

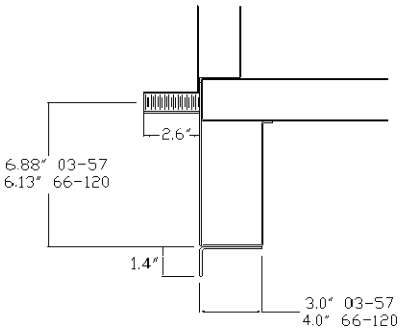
Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2	
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6	

CSAA
Quantity: 1
Tags: RTU_2

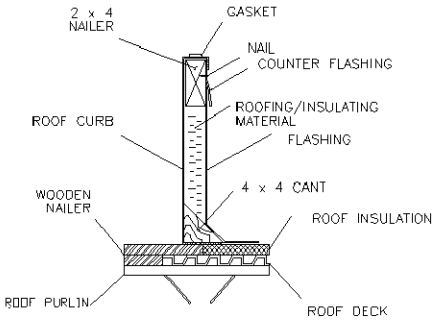
Job Name: Williamson County Justice Center (AHU Repl)



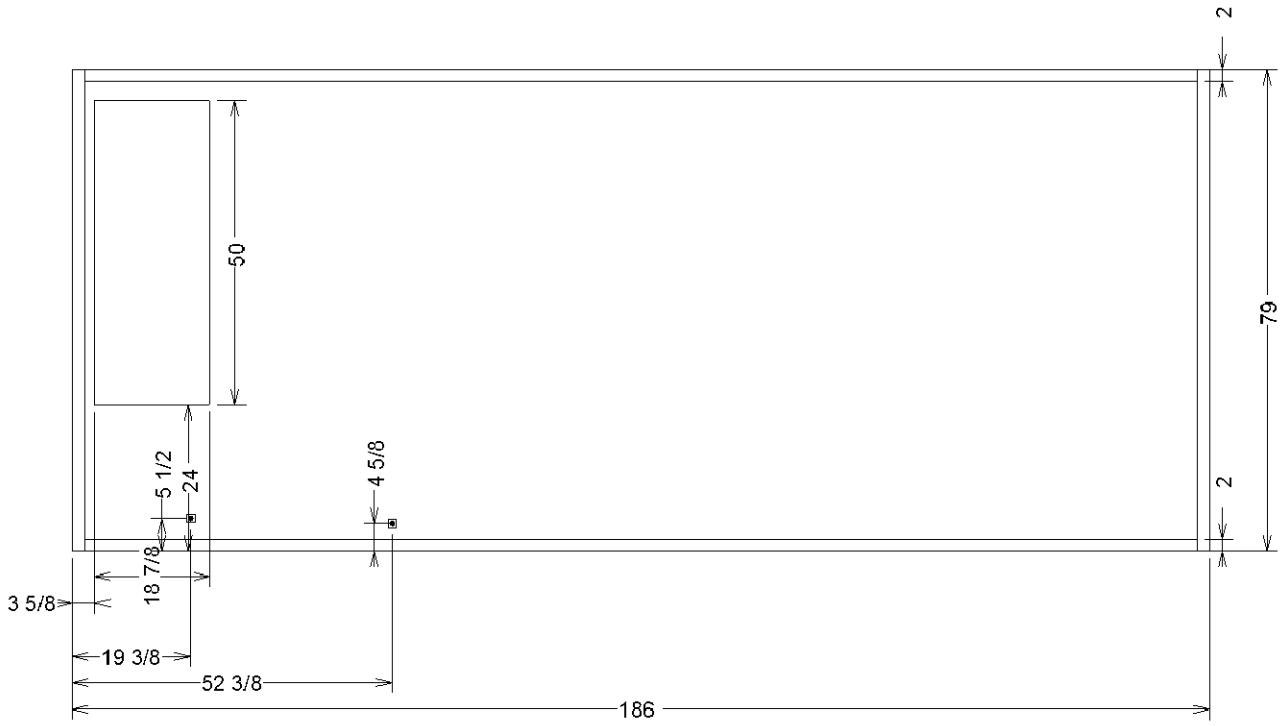




DRAIN CONNECTION



NOTE:
MATERIALS TO ATTACH ROOF CURB TO ROOF ARE TO BE SUPPLIED BY THE INSTALLER.



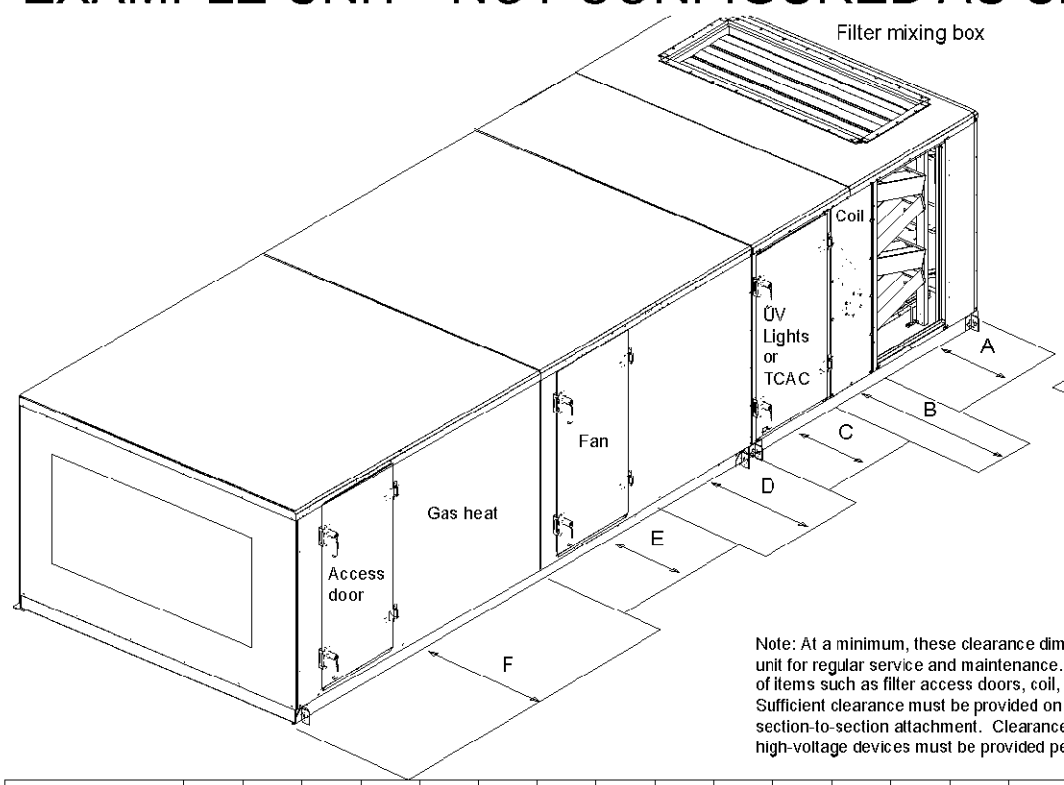
Detailed Plan View: Curb - Measurements in inches

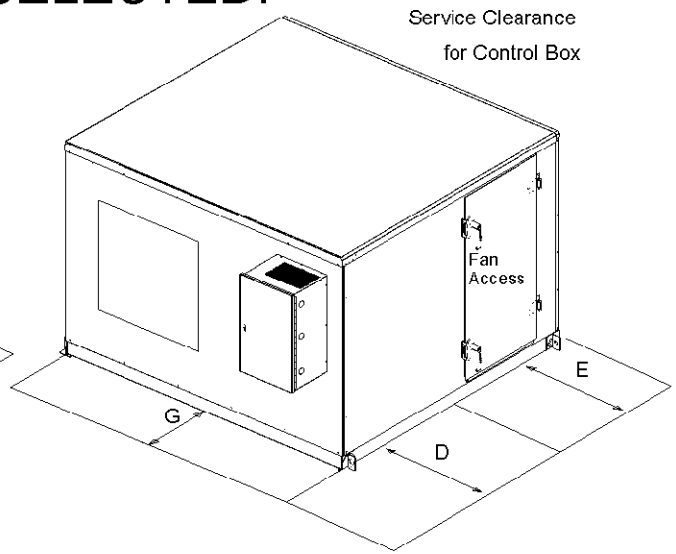
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2	
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6	

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EXAMPLE UNIT - NOT CONFIGURED AS SELECTED.





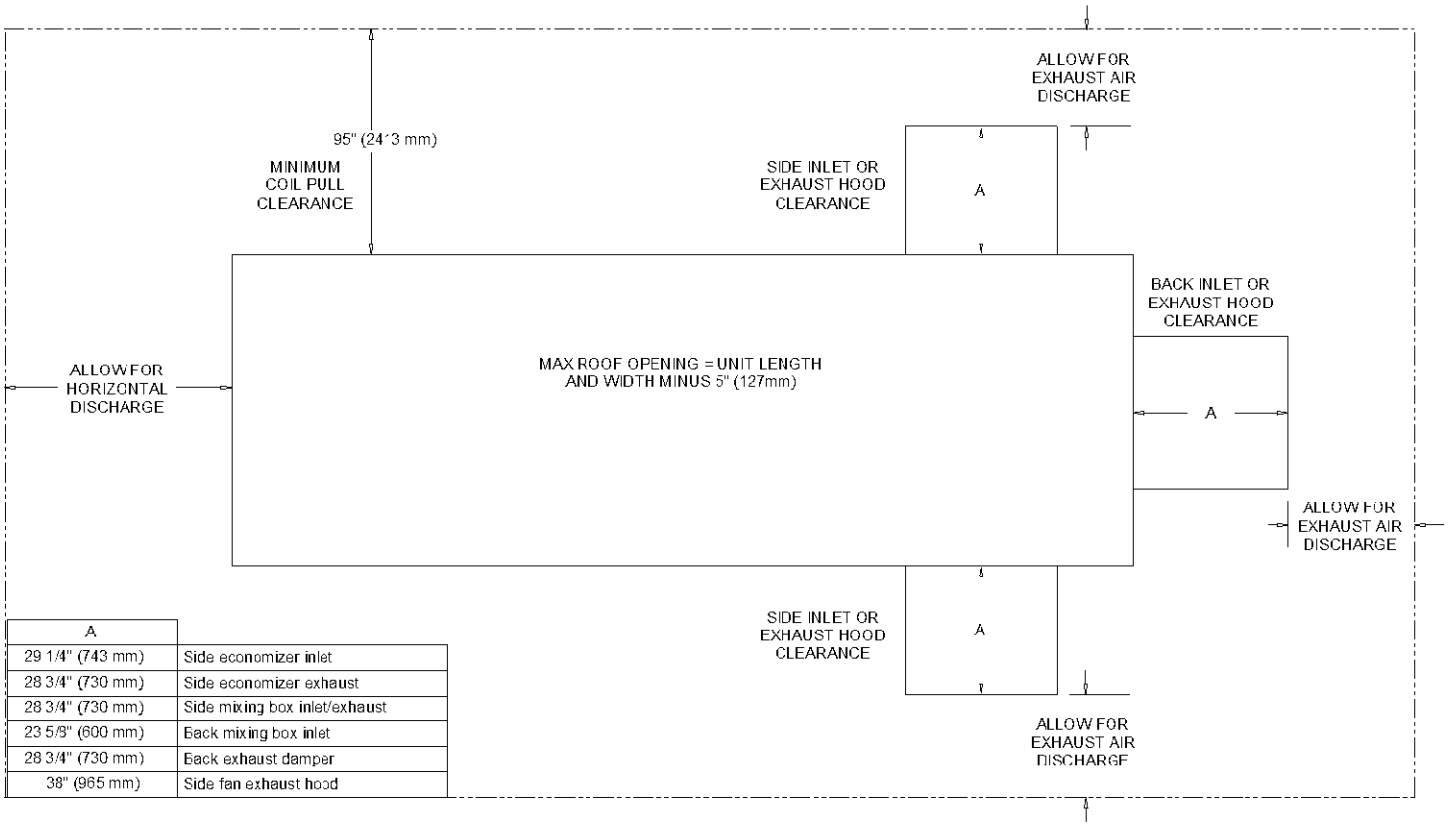
Note: At a minimum, these clearance dimensions are recommended on one side of the unit for regular service and maintenance. Refer to as-built submittal for locations of items such as filter access doors, coil, piping connections, motor locations, etc. Sufficient clearance must be provided on all sides of unit for removal of panels or section-to-section attachment. Clearance for starters, VFDs, or other high-voltage devices must be provided per NEC requirements.

Component	3	4	6	8	10	12	14	17	21	25	30	35	40	50	57	66	80	100	120
A (filter)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
B (coil, humidifier)	48	59	59	66	77	82	87	87	95	95	109	115	128	141	141	156	156	170	197
B (staggered coil)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	67	67	76	80	88	96	96	105	105	113	129
C (UV Lights)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
C (TCAC)	43	59	59	63	75	81	83	83	58	58	83	75	83	83	83	83	83	75	83
D (External Starter, VFD, LV box or Overload box)	61	61	61	61	61	61	61	61	64	64	64	64	64	64	64	64	64	64	64
D (Internal Starter or VFD)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48
E (fan)	48	48	48	48	51	54	58	61	60	66	66	66	70	77	77	93	93	101	101
F (Gas Heat Ext Vestible)	N/A	N/A	89	90	108	100	100	105	115	115	118	136	140	156	156	170	179	180	N/A
F (Gas Heat Int Vestible)	N/A	N/A	56	63	74	79	84	84	92	92	106	112	125	138	138	153	153	167	194

Component	All Sizes
G (Side mount LV box)	36
G (Front mount LV box)	13

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)

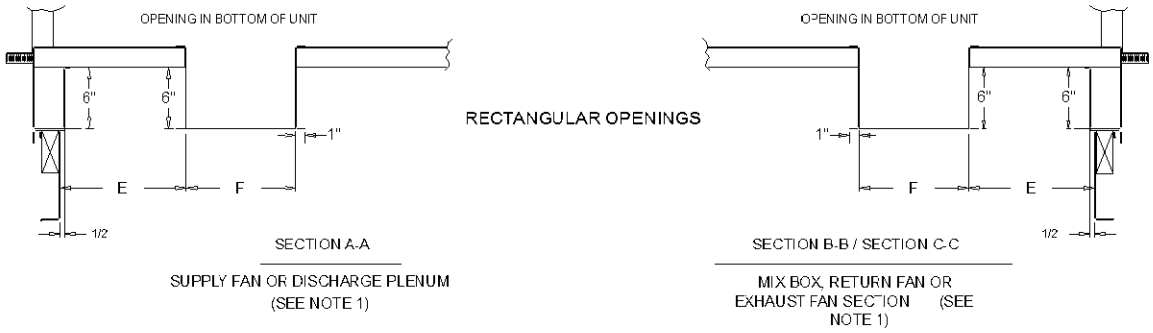


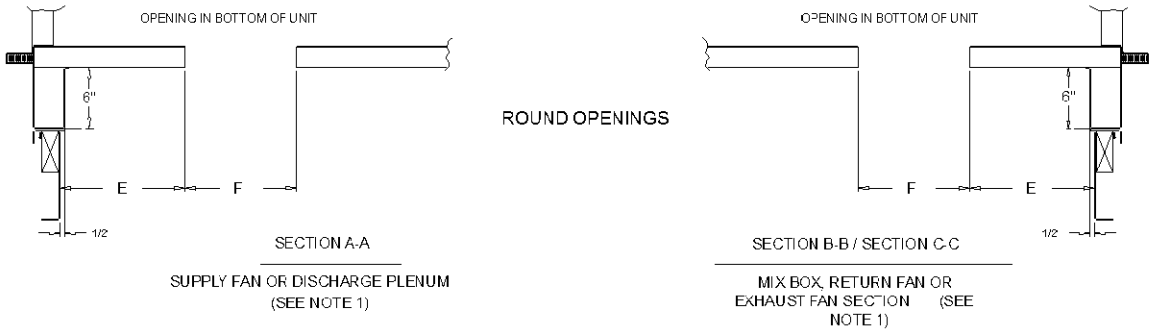
A	
29 1/4" (743 mm)	Side economizer inlet
28 3/4" (730 mm)	Side economizer exhaust
28 3/4" (730 mm)	Side mixing box inlet/exhaust
23 5/8" (600 mm)	Back mixing box inlet
28 3/4" (730 mm)	Back exhaust damper
38" (965 mm)	Side fan exhaust hood

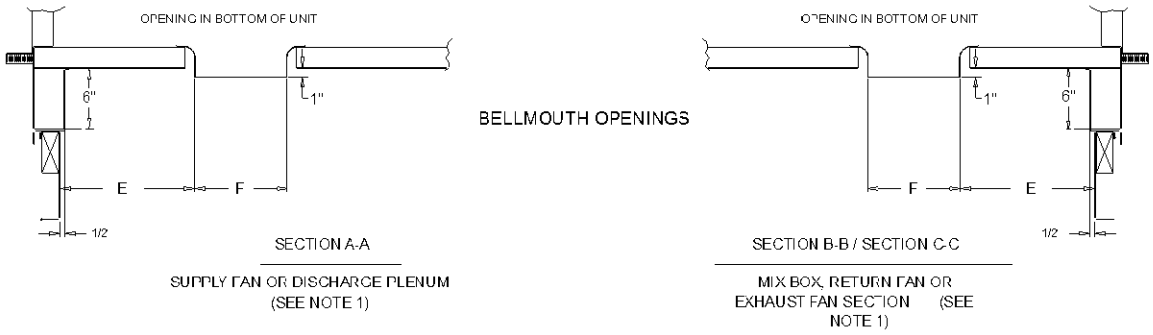
CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)

RELATIONSHIP OF CURB TO UNIT AS-BUILT

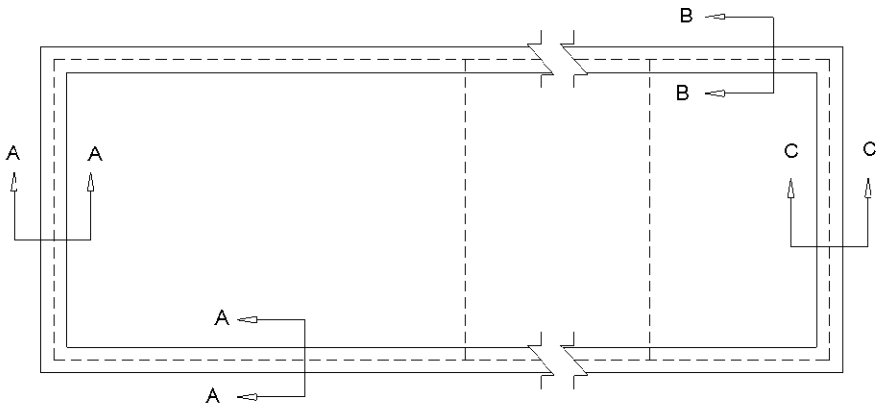






NOTE:

1. E and F are representative of dimensions on the accessory as-built used to locate opening(s) in the roof surface.



CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)

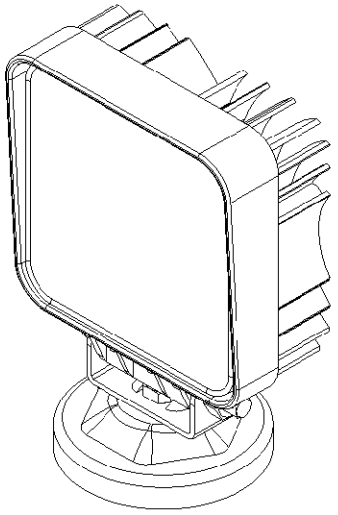
Base Detail

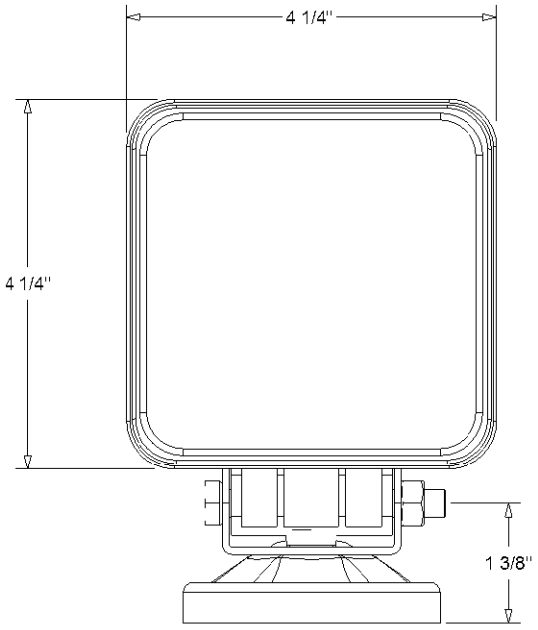


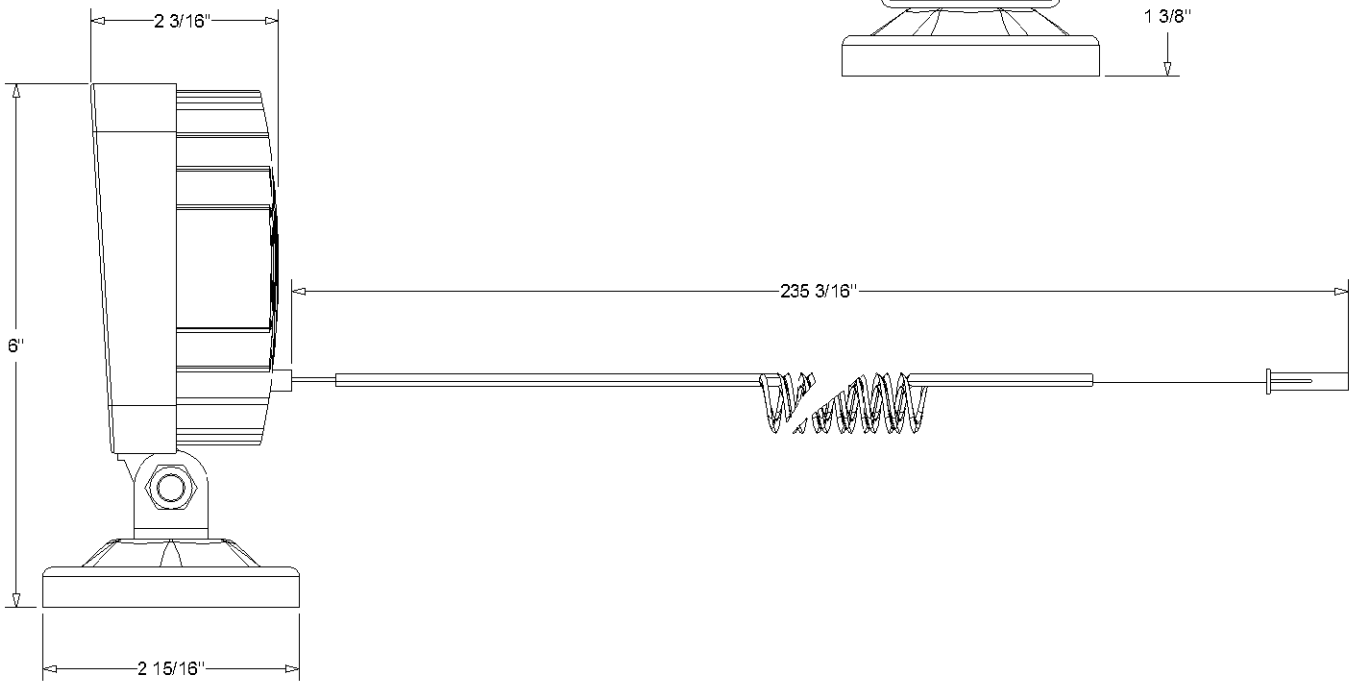
Marine LED Light

SPECIFICATIONS:

VOLTAGE: 24VAC +33 % -25 %
POWER CONSUMPTION: 19VA
WIRE: 16 GA RED AND BLACK
LIFE: 25,000 HRS
TEMPERATURE RANGE: -40C TO 40C
CONNECTION: AC SUPPLY
ENVIRONMENTAL PROTECTION: WATER/DUST INTRUSTION
IP RATING: IP65
MAGNETIC FLUX DENSITY: 1200 GAUSS ±100



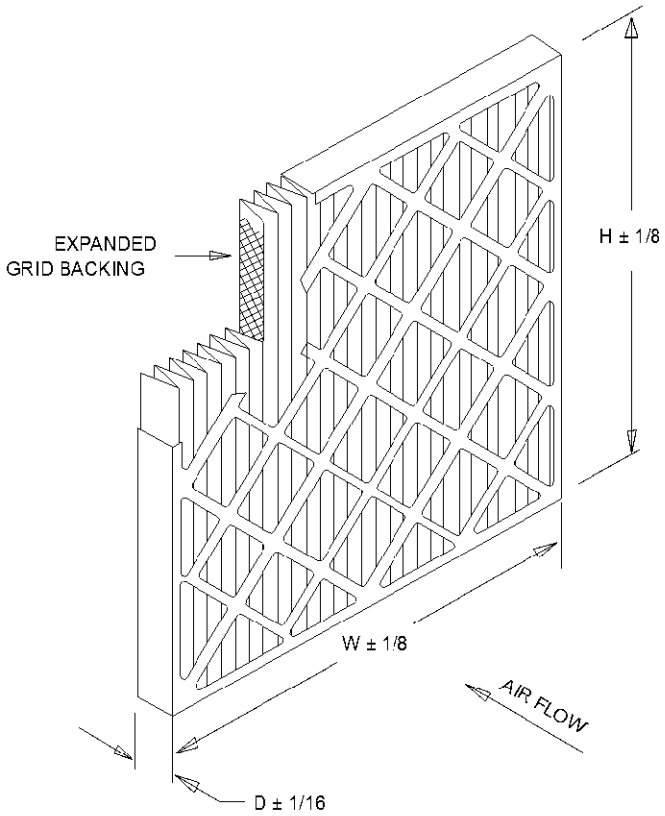




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CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)



STANDARD CONSTRUCTION
1. 100 % Synthetic White Un-Dyed Media
2. 10.0 Pleats Per Foot
3. Expanded Metal Pleat Supports
4. Moisture Resistant Beverage Board Frame
5. Double Wall Frame

NOTES
1. MERV 8-A Per ASHRAE 52.2-2007 Appendix J.
2. Final Resistance: 1/0" W.G.
3. Rated Velocity: 500 FPM
4. Class 2 Filter Per U.L. Standard 900
5. Maximum Operating Temperature: 225 DEG. F

MODEL NUMBER	NOMINAL SIZE IN. W X H X D	ACTUAL SIZE IN. W X H X D	RATED AIR FLOW CFM	INITIAL RESISTANCE IN. W.G.	MEDIA AREA SQ. FT.
MX40-STD2-217	10 X 20 X 2	9-1/2 X 19-1/2 X 1-3/4	700	0.29	4.7
MX40-STD2-220	12 X 20 X 2	11-1/2 X 19-1/2 X 1-3/4	840	0.29	5.5
MX40-STD2-210	12 X 24 X 2	11-3/8 X 23-3/8 X 1-3/4	1000	0.29	6.2
MX40-STD2-239	14 X 20 X 2	13-1/2 X 19-1/2 X 1-3/4	980	0.29	5.7
MX40-2TD2-241	14 X 25 X 2	13-1/2 X 24-1/2 X 1-3/4	1220	0.29	7.1
MX40-STD2-245	15 X 20 X 2	14-1/2 X 19-1/2 X 1-3/4	1050	0.29	6.2
MX40-STD2-201	16 X 20 X 2	15-1/2 X 19-1/2 X 1-3/4	1120	0.29	6.7
MX40-STD2-216	16 X 24 X 2	15-3/8 X 23-3/8 X 1-3/4	1340	0.29	8.0
MX40-STD2-202	16 X 24 X 2	15-1/2 X 24-1/2 X 1-3/4	1400	0.29	8.0
MX40-STD2-280	15 X 20 X 2	17-1/2 X 19-1/2 X 1-3/4	1250	0.29	7.8
MX40-STD2-212	18 X 24 X 2	17-3/8 X 23-3/8 X 1-3/4	1500	0.29	9.3
MX40-STD2-285	18 X 25 X 2	17-1/2 X 24-1/2 X 1-3/4	1570	0.29	9.7
MX40-STD2-203	20 X 20 X 2	19-1/2 X 19-1/2 X 1-3/4	1400	0.29	8.3
MX40-STD2-211	20 X 24 X 2	19-3/8 X 23-3/8 X 1-3/4	1670	0.29	9.9
MX40-STD2-204	20 X 25 X 2	19-1/2 X 24-1/2 X 1-3/4	1750	0.29	10.3
MX40-STD2-205	24 X 24 X 2	23-3/8 X 23-3/8 X 1-3/4	2000	0.29	11.7
MX40-STD2-225	25 X 25 X 2	24-1/2 X 24-1/2 X 1-3/4	2170	0.29	13.6

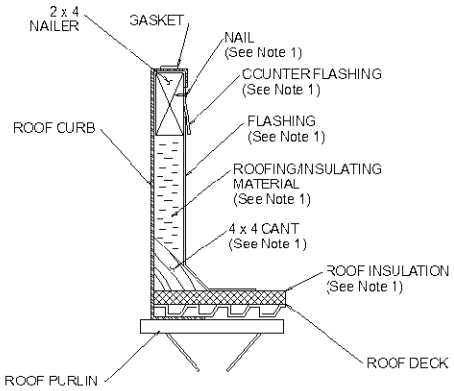
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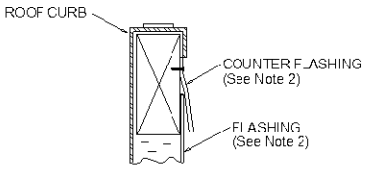
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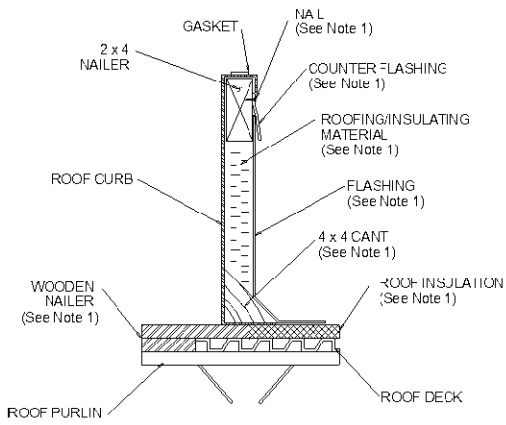
Job Name: Williamson County Justice Center (AHU Repl)

Recommendation for Roof Curb Installation

Refer to Performance IOM for specific installation instructions





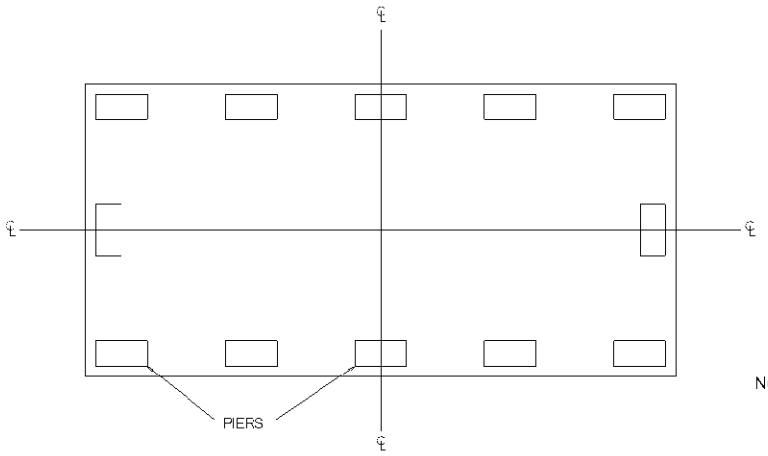


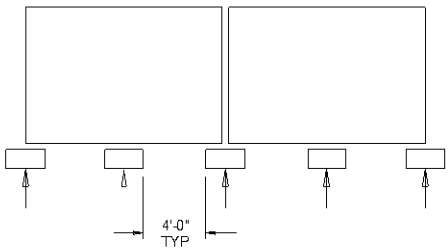
Note:

1. Materials to attach roof curb to roof are to be supplied by the installer.
2. Flashing or counter flashing should not come to or over top of curb.
3. Roof curb must be mechanically fastened to roof surface.

Recommendation for Pier Mounting

Refer to Performance IOM for specific installation instructions





Note:

1. Pier supports should be inside 3" (3 - 50) or 4" (57 - 120) flat of unit base. Unit cannot be supported by unit base drip leg.
2. Piers beneath shipping splits must be structurally sound to support the weight of the unit.

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SUPPLY FAN 1 SCHEMATIC PAGE 1 OF 2

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NOTES:

1. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. PHANTOM LINES INDICATE CONTROL OPTION. REF. CONTROL PANEL SCHEMATIC FOR SPECIFIC DETAIL.
2. ALL FIELD WIR NG MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), STATE AND LOCAL REQUIREMENTS. OTHER COUNTRIES APPLICABLE NATIONAL AND/OR LOCAL REQUIREMENTS SHALL APPLY. FIELD CONDUCTORS SHALL HAVE INSULATION RATINGNOT LESS THAN 600V COPPER CONDUCTORS ONLY.
3. THE MINIMUM CIRCUIT AMPACITY, THE MAXIMUM FUSE SIZE AND DISCONNECT SIZE ARE CALCULATED BASED ON THE INVERTER INPUT LINE CURRENTS PER ARTICLE 430-2 OF THE NATIONAL ELECTRICAL CODE.

4 PROGRAM TERM NAL 18 AS RUN.

5 PROGRAM TERM NAL 27 INV. COASTING STOP.

6 CLOSES TO RUN AUTO MODE OR BYPASS AUTO FCR OPTION VFD OR STARTER.

9 REMOVE JUMPER AND INSTALL FIELD SAFETY INTERLOCK.

CAUTION

USE COPPER CONDUCTORS ONLY!

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FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

ATTENTION

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SI NO LC HACE, PUEDE OCASIONAR DAÑO AL EQUIPC.

⚠ WARNING

HAZARDOUS VOLTAGE!

DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE.

FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

⚠ AVERTISSEMENT

TENSION DANGEREUSE!

COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE, PUIS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DES ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS.

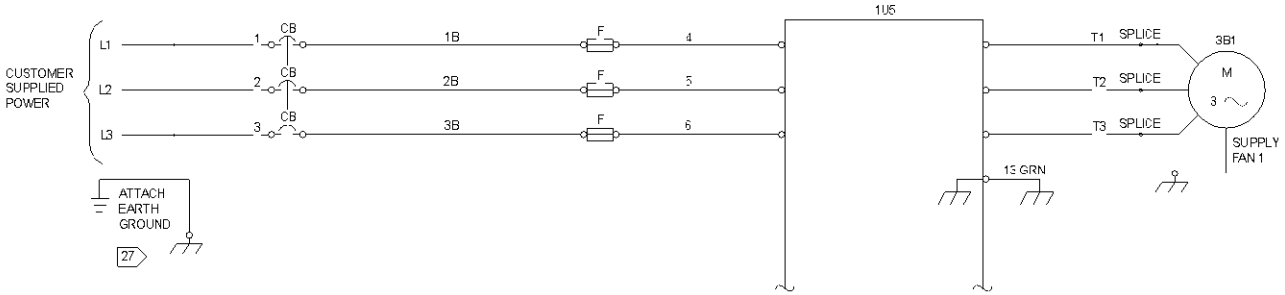
NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

⚠ ADVERTENCIA

¡VOLTAJE PELIGROSO!

DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUSO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR.

EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.



SEE PAGE 2

VFD FUSES				
FUSE	VOLTAGE	PANEL HP (MAX)	P/N	CLASS
1F40 1F41 1F42	200/230	0.5-2	LP-CC-10	CC
		3	LP-CC-15	CC
		5	LP-CC-25	CC
		7.5-10	JJN-50	T
		15	JJN-80	T
		20-25	JJN-100	T
		30-40	JJN-150	T
		50	JJN-200	T
	460	0.5-2	LP-CC-10	CC
		3-5	LP-CC-15	CC
		7.5-10	LP-CC-25	CC
		15-20	JJS-50	T
		25-30	JJS-80	T
		40	JJS-100	T
		50-60	JJS-125	T
		75-100	JJS-200	T
	575	3-10	LP-CC-20	CC
		15-20	LP-CC-30	CC
		25-40	JJS-80	T
		50-75	JJS-125	T
		100-125	JJS-200	T

10 FIELD SUPPLIED CONTACTS.

27 ATTACH GROUND OR EQUIPMENT GROUND.

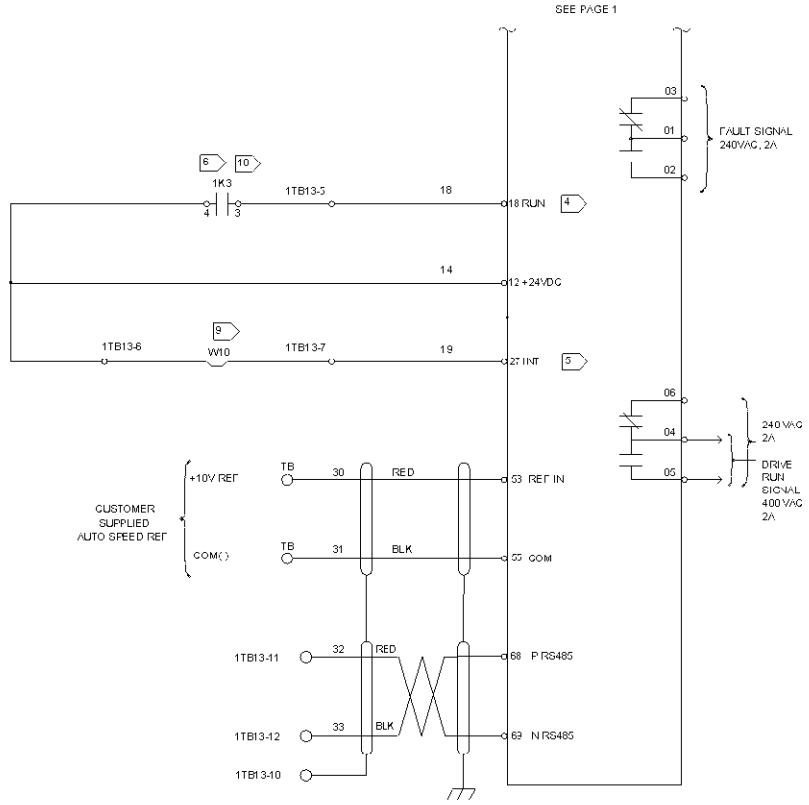
DEVICE PREFIX LOCATION CODE	
AREA	LOCATION
1	HIGH VOLTAGE PANEL
2	LOW VOLTAGE PANEL (UNIT SCHEMATIC)
3	AIR HANDLER SECTION

LEGEND	
DEVICE DESIGNATION	DESCRIPTION
1CB11	CIRCUIT BREAKER
1F40 TO 1F42	VFD FUSES
1K3	START/STOP RELAY
1TB13	TERMINAL STRIP CONTROL CIRCUIT
1U5	VFD CONTROLLER
3B1	MOTOR 1

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CSAA
Quantity: 1
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SUPPLY FAN 1 SCHEMATIC PAGE 2 OF 2



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5 PROGRAM TERMINAL 27 INV. COASTING STOP.

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9 REMOVE JUMPER AND INSTALL FIELD SAFETY INTERLOCK.

10 FIELD SUPPLIED CONTACTS.

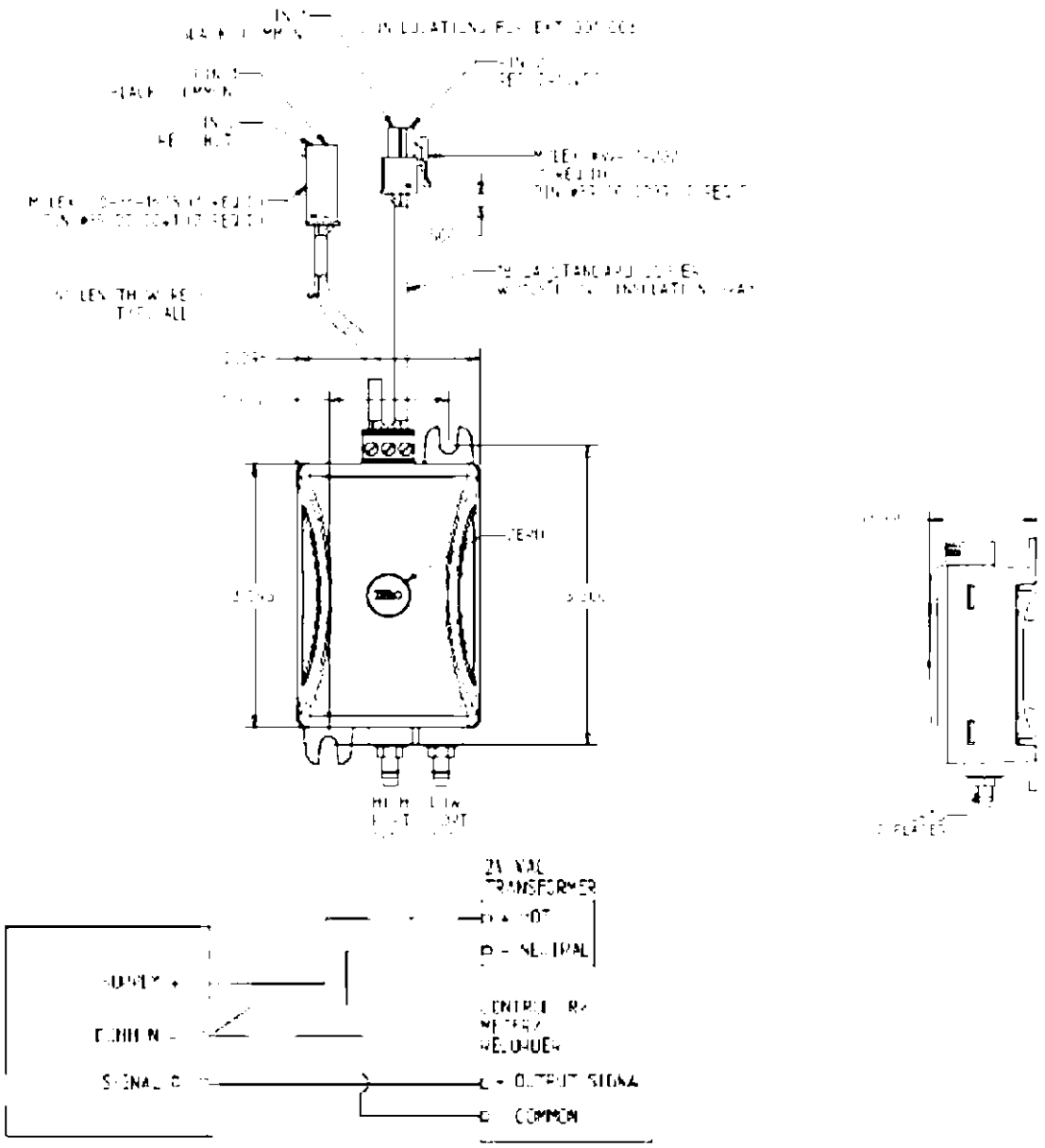
27 ATTACH GROUND OR EQUIPMENT GROUND.

VFD FUSES				
FUSE	VOLTAGE	PANEL HP (MAX)	P/N	CLASS
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		3	LP-CC-15	CC
		5	LP-CC-25	CC
		7.5-10	JJN-50	T
		15	JJN-80	T
		20-25	JJN-100	T
		30-40	JJN-150	T
		50	JJN-200	T
	460	0.5-2	LP-CC-10	CC
		3-5	LP-CC-15	CC
		7.5-10	LP-CC-25	CC
		15-20	JJS-50	T
		25-30	JJS-80	T
		40	JJS-100	T
		50-60	JJS-125	T
		75-100	JJS-200	T
	575	3-10	LP-CC-20	CC
		15-20	LP-CC-30	CC
		25-40	JJS-80	T
		50-75	JJS-125	T
		100-125	JJS-200	T

DEVICE PREFIX LOCATION CODE	
AREA	LOCATION
1	HIGH VOLTAGE PANEL
2	LOW VOLTAGE PANEL (UNIT SCHEMATIC)
3	AIR HANDLER SECTION

LEGEND	
DEVICE DESIGNATION	DESCRIPTION
1CB11	CIRCUIT BREAKER
1F40 TO 1F42	VFD FUSES
1K3	START/STOP RELAY
1TB13	TERMINAL STRIP CONTROL CIRCUIT
1U5	VFD CONTROLLER
3B1	MOTOR 1

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NOTE:

1. PRESSURE CONNECTIONS: 3/16" OD BARBED FITTING FOR ¼" TUBING
2. OPERATING TEMPERATURE: 0 - 85 C
3. COMPENSATED TEMPERATURE: 0 - 50 C
4. LOAD IMPEDANCE: 500 OHMS
5. TERMINATION: SCREW TERMINAL BLOCK
6. ACCURACY: 0.25%
7. INPUT VOLTAGE: 24VAC (NOMINAL)

GENERAL

Outdoor air handling units will be shipped with all openings covered to protect unit interior from in-transit debris.

Installing contractor is responsible for long term storage in accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07*-EN).

Unit shall be UL and C-UL Listed.

Supply fans within the scope of AHRI Standard 430 are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org".

Unit sound performance data shall be reported as sound power. Trane, in providing this program and data, does not certify or warrant NC levels. These levels are affected by factors specific to each application and/or installation and therefore unable to be predicted or certified by Trane. Refer to product data for specific fan footnote references.

Manufacturer provided VFDs shall be certified to AHRI Standard 1210 "Performance Rating of Variable Frequency Drives" to ensure documented and reliable VFD efficiency.

Unit Construction

Outdoor unit roofs shall incorporate a standing seam on the exterior to ensure a rigid roof construction and prevent water infiltration. Roof assembly shall overhang all walls by 1.5-inch minimum to prevent sheeting from roof to side panels. Rain gutters shall also be provided over all doors shorter than total unit height to direct rain away from the door assembly. Outdoor roofs shall be sloped, not less than 0.125 inches per foot, for water drainage. Where outdoor units are shipped in multiple sections, provide standing-seam joiners at each split with adhesive, hardware, and cover strips for field joining by the installing contractor.

All unit panels shall be 2" solid, double-wall construction to facilitate cleaning of unit interior. Unit panels shall be provided with a mid-span, no-through-metal, internal thermal break. Casing thermal performance shall be such that under 55°F supply air temperature and design conditions on the exterior of the unit of 81°F dry bulb and 73°F wet bulb, condensation shall not form on the casing exterior.

All outdoor AHU interior casing panels will be made of galvanized steel.

External surface of unit casing will be coated with water-based polyurethane paint. Color to be "Deluxe beige". Factory-painted units will be able to withstand a salt spray test in accordance with ASTM B117 for a minimum of 500 consecutive hours and shall meet the following requirements following the salt-spray test:
- Mean scribe creepage rating of at least 6 per ASTM D1654 procedure A
- Blister size no larger than #6 per ASTM D714
- Blister density no greater than Medium per ASTM D714
- No onset of red rust

Casing Deflection
The casing shall not exceed 0.0042 inch deflection per inch of panel span at 1.00 times design static pressure. Maximum design static shall not exceed +8 inches w.g. in all positive pressure sections and -8 inches w.g. in all negative pressure sections.

Floor Construction
The unit floor shall be of sufficient strength to support a 300.0 lb load during maintenance activities and shall deflect no more than 0.0042 inch per inch of panel span.

Unit base
Manufacturer to provide a full perimeter integral base frame for either ceiling suspension of units or to support and raise all sections of the unit for proper trapping. Indoor unit base frame will either be bolted construction or welded construction. All outdoor unit base frames shall be welded construction. For indoor units, refer to schedule for base height and construction type. Contractor will be responsible for providing a housekeeping pad when unit base frame is not of sufficient height to properly trap unit. Unit base frames not constructed of galvanized steel shall be chemically cleaned and coated with both a rust-inhibiting primer and finished coat of rust-inhibiting enamel. Unit base height to be included in total height required for proper trap height.

Insulation
Panel insulation shall provide a minimum thermal resistance (R) value of 13 ft^2-h-°F/Btu throughout the entire unit. Insulation shall completely fill the panel cavities in all directions so that no voids exist and settling of insulation is prevented. Panel insulation shall comply with NFPA 90A.

Drain Pan
In sections provided with a drain pan, the drain pan shall be designed in accordance with ASHRAE 62.1. To address indoor air quality (IAQ) the drain pan shall be sloped in two planes promoting positive drainage to eliminate stagnant water conditions. Drain pan shall be insulated, and of double wall construction. The outlet shall be the lowest point on the pan, and shall be of sufficient diameter to preclude drain pan overflow under normally expected operating conditions. All drain pans connections shall have a threaded connection, extending a minimum of 2-1/2" beyond the unit base, and shall be made from the same material as the drain pan. Drain pan located under a cooling coil shall be of sufficient size to collect all condensate produced from the coil.
Refer to Product Data for specific information on which sections are supplied with a drain pan, the drain pan material and connection location.

Access Door Construction
Access doors shall be 2" double wall construction. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels respectively. All doors shall be provided with a thermal break construction of door panel and door frame. Gasketing shall be provided around the full perimeter of the doors to prevent air leakage. Surface mounted handles shall be provided to allow quick access to the interior of the functional section and to prevent through cabinet penetrations that could likely weaken the casing leakage and thermal performance. Handle hardware shall be designed to prevent unintended closure. Access doors shall be hinged and removable for quick easy access. Hinges shall be interchangeable with the door handle hardware to allow for alternating door swing in the field to minimize access interference due to unforeseen job site obstructions. Door handle hardware shall be adjustable and visually indicate locking position of door latch external to the section. Door hinges shall be galvanized.

All doors shall be a minimum of 60" high when sufficient height is available or the maximum height allowed by the unit height.

Door handles shall be provided for each latching point of the door necessary to maintain the specified air leakage integrity of the unit. Optionally for indoor AHUs and as standard on outdoor AHUs, outward swing doors are provided with a single handle linked to multiple latching points. An optional shatterproof window shall be provided in access doors where indicated on the plans. Window shall either be single pane, or thermal dual pane, as defined on schedule. Window shall be capable of withstanding unit operating pressures and shall be safe for viewing UV-C lamps.
Refer to Product Data for specific information on which sections are supplied with an access door, the door location, a single handle and a window.

Factory-supplied Curb
Outdoor AHU will be provided with a factory-supplied roof curb. Curb will be shipped to jobsite disassembled. Contractor will be responsible for assembly and mounting to roof structure per the Roof Curb Manual. Units with factory-supplied external piping cabinet(s), the factory-supplied curb will include a curb section for the pipe cabinet(s).
Refer to the Roof Curb Detail drawing and Product Data section of submittal for height of factory-supplied roof curb(s).

Marine Light
A factory-mounted, weather resistant (enclosed and gasketed to prevent water and dust intrusion), light emitting diode (LED) fixture shall be provided in sections of the unit as specified for maintenance and service visibility. Fixture shall be complete with aluminum die cast housing, polycarbonate lens designed for maximum light output, and LEDs wired to a single switch within a factory provided service module. LED lighting shall provide instant-on "white" light and have a minimum 50,000 hour life. Fixtures shall be designed for flexible positioning during maintenance and service activities for optimal location. All lights within the unit shall be wired to a single switch within the factory provided service module.
Service module shall be provided on the fan section.
Refer to the Product Data section of the submittal for sections with marine lights.

Lifting Instructions
The air handling units must be rigged, lifted, and installed in strict accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07G-EN). The units are also to be installed in strict accordance with the specifications. Units may be shipped fully assembled or disassembled to the minimum functional section size in accordance with shipping and job site requirements.

Outdoor units shall be shipped on 6" integral base frame for the purpose of mounting units on a roof curb or field-supplied pier support system. Refer to the Product Data section for type of the base frame provided (for roof curb or pier-mount).

All units will be shipped with an integral base frame designed with the necessary number of lift points for safe installation. All lifting lugs are to be utilized during lift. The lift points will be designed to accept standard rigging devices and be removable after installation. Units shipped in sections will have a minimum of four points of lift.

MIXING SECTION
A mixing section shall be provided to support the damper assembly for outdoor, return, and/or exhaust air.

Dampers
Dampers shall modulate the volume of outdoor, return, or exhaust air. The dampers shall be of double-skin airfoil design with metal, compressible jamb seals and flexible blade-edge seals on all blades. The blades shall rotate on stainless-steel sleeve bearings. The dampers shall be rated for a maximum leakage rate of 3 cfm/ft² at 1 in. w.g. complying with ASHRAE 90.1 maximum damper leakage. All leakage testing and pressure ratings shall be based on AMCA Standard 500-D. Dampers may be arranged in a parallel or opposed-blade configuration.

Inlet Hoods
Inlet hoods are provided on the outside air openings and equipped with high performance moisture eliminators to minimize water carryover from the outside into the unit casing. Eliminators also perform the function of a bird screen to prevent nesting.
Refer to the unit As-Built and Product Data section for specific information on which sections are supplied with inlet hood.

Title 24
The following specifications apply only to units with outside air and return air dampers, with actuators. The 5 year warranty applies only to these items.
This unit contains Economizer that meets or exceeds all mandatory requirements prescribed by Title 24, including but not limited to:
- 5 yr parts only warranty
- Successfully tested to 60,000 Actuations
- Less than 10 cfm/sq.ft. of damper leakage at 1" WG per AMCA 500L

Filters

Mixing sections shall be provided with a filter rack as indicated in the Product Data and As-Built sections of the submittal.

2-inch pleated media filters made with 100% synthetic fibers that are continuously laminated to a supported steel-wire grid with water repellent adhesive shall be provided. Filters shall be capable of operating up to 625 fpm face velocity without loss of filter efficiency and holding capacity. The filters shall have a MERV 8 rating when tested in accordance with the ANSI/ASHRAE Standard 52.2.

COIL SECTION WITH FACTORY INSTALLED COIL

The coil section shall be provided complete with coil and coil holding frame. The coils shall be installed such that headers and return bends are enclosed by unit casings. If two or more cooling coils are stacked in the unit, an intermediate drain pan shall be installed between each coil and be of the same material as the primary drain pan. Like the primary drain pan, the intermediate drain pan shall be designed being of sufficient size to collect all condensation produced from the coil and sloped to promote positive drainage to eliminate stagnant water conditions. The intermediate pan shall begin at the leading face of the water-producing device and be of sufficient length extending downstream to prevent condensate from passing through the air stream of the lower coil. Intermediate drain pan shall include downspouts to direct condensate to the primary drain pan. The outlet shall be located at the lowest point of the pan and shall be sufficient diameter to preclude drain pan overflow under any normally expected operating condition.

Coil with Inspection

The coil section shall include an inspection section complete with a double-wall, removable door downstream of the coil for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors shall be provided with a thermal break construction of door panel and door frame.

Casing penetrations supplied for hydronic drain and vents. Piping contractor shall provide extended piping.

Water Coils (UP, WP, UW, UU, UA, 3W, 3U, W, 5W, 5A, WD, 5D, D1, D2, P, or TT)

The coils shall have aluminum fins and seamless copper tubes. Copper fins may be applied to coils with 5/8-inch tubes. Fins shall have collars drawn, belled, and firmly bonded to tubes by mechanical expansion of the tubes. The coil casing may be galvanized or stainless steel. Refer to the Product Data section of the submittal for the coil casing material.
The coils shall be proof-tested to 300 psig and leak-tested under water to 200 psig. Coils containing water or ethylene glycol are certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org. Propylene glycol and calcium chloride, or mixtures thereof, are outside the scope of AHRI Standard 410 and, therefore, do not require AHRI 410 rating or certification.

Coil connections are constructed of cast iron with female connections, steel block with female connections or steel pipe with male connections. Type P or TT coil connections do not extend out of unit casing. All other water coil types have connections that extend out beyond unit casing. Headers on downstream coil bank of staggered coil sections do not extend beyond the unit casing and must be completed by the on-site piping contractor.

Tubes are 1/2" [13 mm] OD 0.016" [0.406 mm] thick copper.

Tubes are 5/8" [16 mm] OD 0.020" [0.508 mm] thick copper.

ACCESS/INSPECTION / TURNING SECTION

A section shall be provided to allow additional access/inspection of unit components and space for field-installed components as needed. An access door shall be provided for easy access. All access sections shall be complete with a double-wall, removable door downstream for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors downstream of cooling coils shall be provided with a thermal break construction of door panel and door frame.

DIRECT-DRIVE PLENUM FAN SECTION

The fan type shall be provided as required for stable operation and optimum energy efficiency. The fan shall be a single-width, single-inlet, multiblade-type direct-drive plenum fan. Motor bearing life of the direct-drive plenum fan shall be not less than L-10 250,000 hrs. *Refer to the Product Data section for fan quantity and number of blades selected within each unit.* Central Station Air Handling Unit Supply Fans are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org" Central Station Air Handling Unit Supply Fans shall be tested and rated in-accordance with AHRI Standard 260 for sound performance.

Fans that are selected with inverter balancing shall first be dynamically balanced at design RPM. The fans then will be checked in the factory from 25% to 100% of design RPM to insure they are operating within vibration tolerance specifications, and that there are no resonant frequency issues throughout this operating range. Inverter balancing that requires lockout frequencies inputted into a variable frequency drive to in order to bypass resonant frequencies shall not be acceptable. If supplied in this manner by the unit manufacturer, the contractor will be responsible for rebalancing in the field after unit installation. Fans selected with inverter balancing shall have a maintenance free grounding assembly installed on the fan motor to discharge both static and induced shaft currents to ground.

On units supplied with plenum or motorized impeller fans, door guard(s) shall be supplied on the access door(s) to the fan and those downstream access door(s) where unintended access to the plenum or motorized impeller fan could occur. Door guard is intended to deter unauthorized entry and incidental contact with rotating components. *Refer to the Product Data section for fans with access door guard(s).*

Motor Frame

The motor shall be mounted integral to the isolated fan assembly and furnished by the unit manufacturer. The motor is mounted inside the unit casing on an adjustable base to permit adjustment of drive belt tension (not applicable for direct drive plenum fans). The motor shall meet or exceed all NEMA Standards Publication MG 1 requirements and comply with NEMA Premium efficiency levels when applicable except for fractional horsepower motors which are not covered by the NEMA classification. The motor shall be T-frame, squirrel cage with size, type, and electrical characteristics as shown on the equipment schedule. *Refer to the Product Data section for selected fan motors within each unit.*

Two-Inch Spring Isolators

Direct-drive fan and motor assemblies shall be internally isolated from the unit casing with 2-inch (50.8 mm) deflection spring isolators. The isolation system shall be designed to resist loads produced by external forces, such as earthquakes, and conform to the current IBC seismic requirements.

Single transmitter

The fan shall have an airflow measurement system to measure fan airflow directly or to measure differential pressure that can be used to calculate fan airflow. The system shall predict airflow within +/5 percent total accuracy (device & transmitter) when operating within the stable operating region of the fan curve. On units supplied with multiple direct drive fans, one fan is tubed and one transmitter is supplied for the total array. The submitted fan airflow performance and noise levels shall not be affected by the installation of the device. Any device that provides an obstruction to the fan inlet will not be accepted. Refer to the Product Data section for fans with flow meters.

Combination VFD / Disconnect
A combination Variable Frequency Drive (VFD) / disconnect shall be provided when variable air volume control is required for fan operation. Whether for single fan, dual fan, or fan array applications, a single VFD shall be provide to ensure proper operation and to optimize operating life. Each VFD / disconnect shall be properly sized, factory mounted in a full metal enclosure, wired to the fan motor(s), and commissioned to facilitate temporary heating, cooling, ventilation, and/or timely completion of the project. VFD / disconnects shall include a circuit breaker disconnect with a through-the-door interlocking handle and shall be lockable. The VFD package shall also include:

a) Electronic manual speed control
b) Hand-Off-Auto (H-O-A) selector switch
c) Inlet fuses to provide maximum protection against inlet short circuit
d) Current limited stall prevention
e) Auto restart after momentary power loss
f) Speed search for starting into rotating motor
g) Anti-windmill w/DC injection before start
h) Phase-to-phase short circuit protection
i) Ground fault protection
j) Manual motor protection MMP

Units with factory-mounted controls shall include power wiring from the VFD panel to the control system transformers, binary output on/off wiring, analog output-speed-signal wiring, and all interfacing wiring between the VFD and the direct digital controller.

The VFD shall be UL508C listed and CSA certified and conform to applicable NEMA, ICS, NFPA, & IEC standards.

The supply fan's Starter/VFD shall be mounted internal of unit casing in the controls section. The internal enclosure shall be an integral part of the unit casing to allow for thermal venting to casing interior, but shall be accessible from unit exterior through access door. Internally mounted starters shall have doors with the same construction as other doors on unit. An external disconnect shall be mounted through the door to the starter/VFD to disconnect full power from starter/VFD.

Motor Wiring Conduit
The fan motor wiring shall be factory-wired to the unit-mounted starter/disconnect, variable frequency drive, or external motor junction box within flexible metal conduit of adequate length so that the fan vibration isolation, if applicable, will not be restricted. *Refer to the Product Data section for fans with motor wiring conduit.*

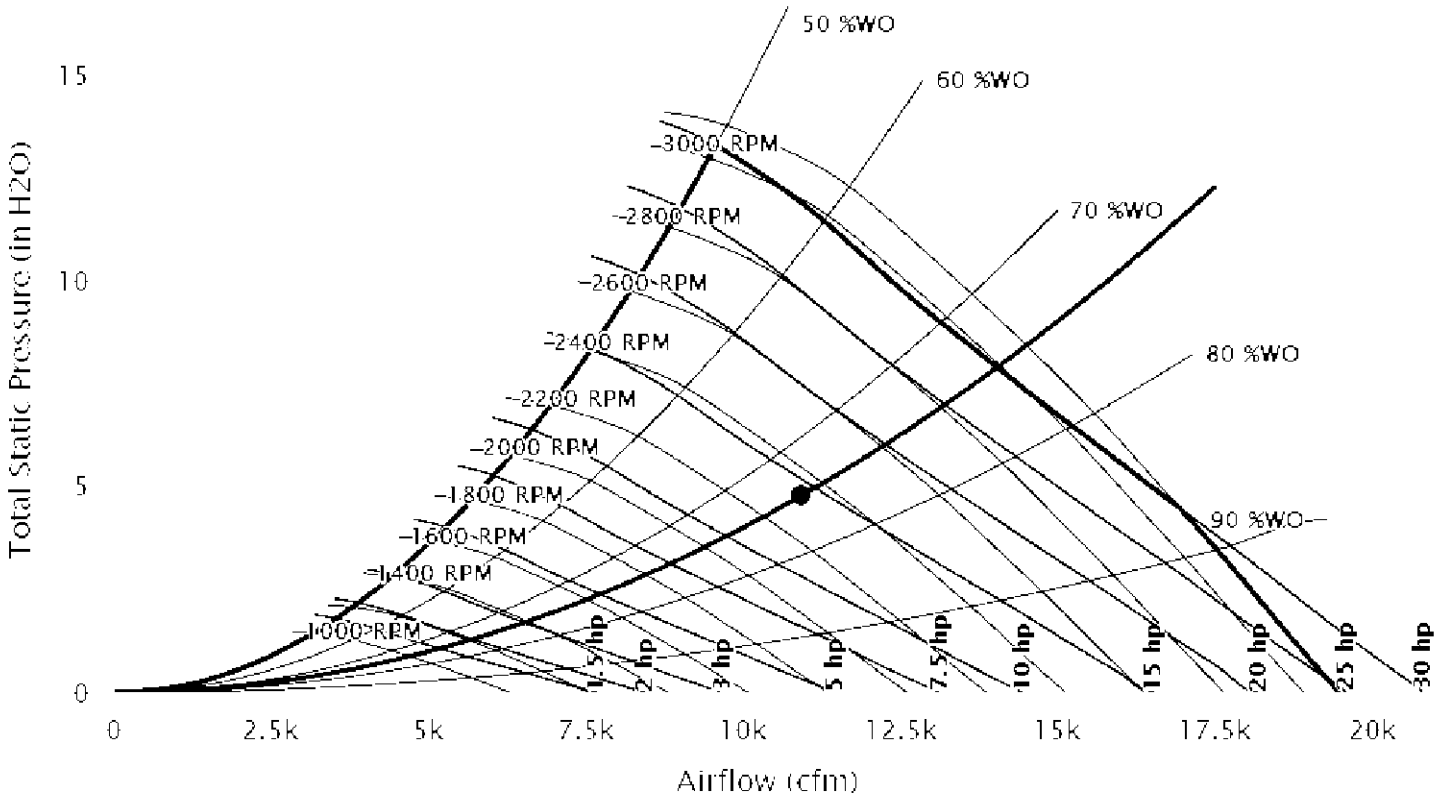
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Fan Details

Unit Size	22UF	**Operating Brake Power**	14.175 hp
Motor Frequency	79.00 Hz	**Altitude**	0.00 ft
Operating Airflow	10,920 cfm	**Design Temp.**	70.00 F
Operating Static Pressure	4.796 in H2O	**Efficiency**	58.25 %
Operating RPM	2,327 rpm		

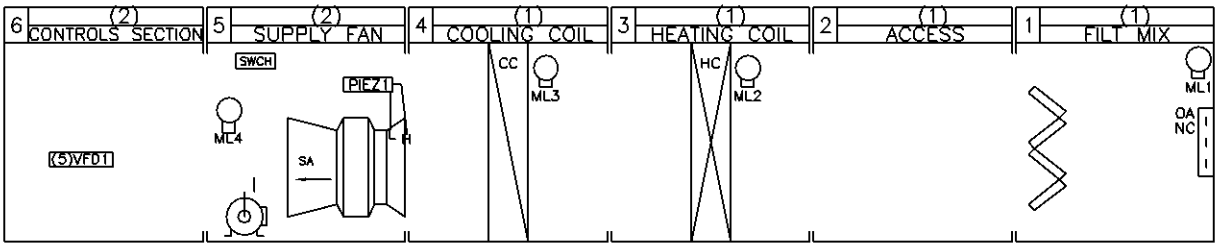
RTU_2 - Supply - Single Fan

Size 21 DDP 22.25 inch AF H Press 100% Width 9 blades



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WIRING DETAIL 1 (OUTDOOR)



DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA–SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_2
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

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MARINE LIGHT BOX

(SEPARATE BOX)

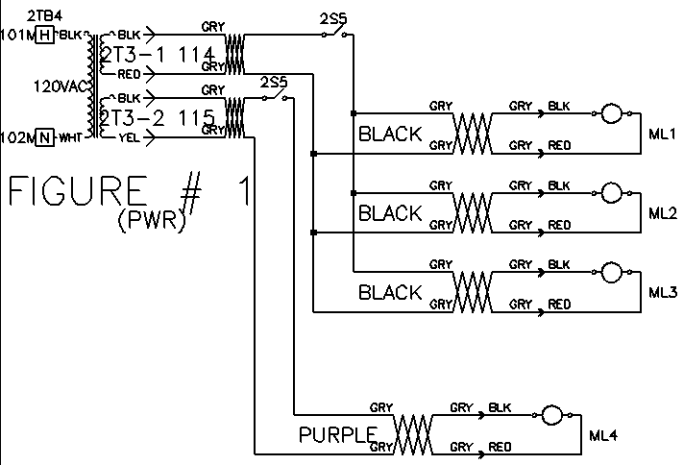


FIGURE # 1
(PWR)

DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA-SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_2
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

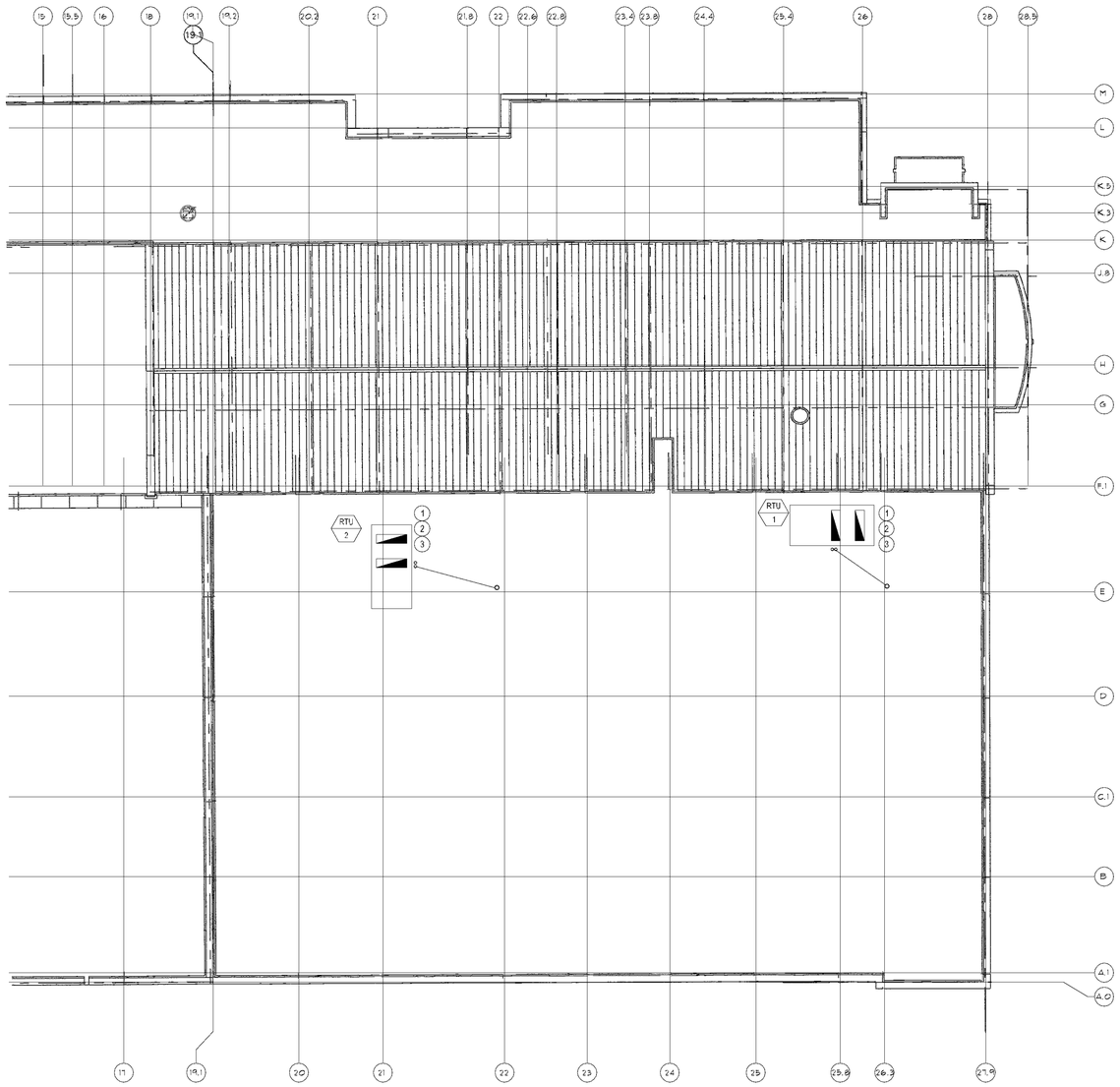
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LEGEND DETAIL 1 (OUTDOOR)

POS#	BUILD GROUP	DESCRIPTION	LABEL	PWR HR-WIRE	SIGNAL HR-WIRE	XFMR	POWER VA
0		150VA TRANSFORMER	2T3				
1		Marine Light	ML1	BLACK		2T3-1	22
3		Marine Light	ML2	BLACK		2T3-1	22
4		Marine Light	ML3	BLACK		2T3-1	22
5		Marine Light	ML4	PURPLE		2T3-2	22
5		Flow meter	PIEZ1				
6		Supply Fan VFD	VFD1				

DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA-SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_2
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

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N 1 M 101 MECHANICAL PLAN-ROOF
SCALE: 1/8" = 1'

0 4 8 16
SCALE (FEET)

MECHANICAL GENERAL NOTES:

1. EQUIPMENT SHALL BE INSTALLED PER THE STATE CODE AND THE EQUIPMENT MANUFACTURER'S INSTALLATION INSTRUCTIONS. THE MORE STRICT REQUIREMENT SHALL APPLY.

2. HANGERS, ANCHORS AND SUPPORTS SHALL SUPPORT THE PIPING AND THE CONTENT OF THE PIPING. HANGERS AND STRAPPING MATERIALS SHALL BE OF APPROVED MATERIALS THAT WILL NOT PROMOTE GALVANIC ACTION.

3. SUPPLY AIR DUCTWORK SHALL BE CLASSIFIED FOR 2" WC.

4. ALL DUCTWORK JOINTS SHALL BE SECURELY FASTENED AND SEALED WITH MASTICS.

5. DUCTWORK SHALL BE SUPPORTED AT MAXIMUM 8 FEET ON CENTERS. FLEXIBLE DUCTS SHALL BE SUPPORTED PER MANUFACTURER'S INSTALLATION MANUAL.

6. DUCT INSULATION SHALL HAVE FLAME INDEX OF 25 OR LESS AND SMOKE INDEX OF 50 OR LESS. EXTERNAL DUCT INSULATION FACTORY INSULATED FLEXIBLE DUCT SHALL HAVE IDENTIFIED THE MANUFACTURER, R-VALUE, FLAME AND SMOKE INDEX.

7. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE, THE MECHANICAL CONTRACTOR SHALL INCLUDE ALL NEEDED OFFSETS, CHANGES IN DIRECTION, TRANSITIONS, ETC. NEEDED FOR COMPLETE AND OPERATIONAL SYSTEMS.

8. PERFORM ALL WORK IN ACCORDANCE WITH THE, RULES & REGULATIONS OF THE APPROPRIATE STATE AND LOCAL BUILDING CODES AND SUBTITLES.

9. QUESTIONS REGARDING THESE DRAWINGS SHALL BE ADDRESSED TO THE ENGINEER PRIOR TO THE AWARDING OF THE CONTRACT. OTHERWISE THE ENGINEER'S INTERPRETATION OF THE MEANING AND INTENT OF THE DRAWINGS SHALL BE FINAL.

10. THE MECHANICAL CONTRACTOR SHALL ACCURATELY COORDINATE THE SIZES AND LOCATION OF ALL DUCTWORK, PIPING, AND EQUIPMENT WITH THE LOCATION OF LIGHTING FIXTURES, STRUCTURAL MEMBERS, AND THE WORK OF ALL OTHERS TRADES TO PREVENT CONFLICT. DUCTWORK CONFLICTING WITH LIGHTING FIXTURE LOCATIONS SHALL BE MOVED AT THIS CONTRACTOR'S EXPENSE.

11. MECHANICAL CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR AND ELECTRICAL CONTRACTOR FOR FINAL EQUIPMENT BALANCING AND TESTING OF CONTROLS.

12. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO ORDERING ANY MECHANICAL EQUIPMENT.

MECHANICAL TAG NOTES:

(1) CONTRACTOR SHALL INSTALL NEW RTU AND CURB AT EXISTING RTU OPENING.

(2) DUCT MOUNTED SMOKE DETECTOR TO BE INSTALLED IN BOTH SUPPLY & RETURN AIR DUCT BY MECHANICAL CONTRACTOR. ELECTRICAL CONTRACTOR TO FURNISH & WIRE DUCT MOUNTED SMOKE DETECTORS.

(3) CONNECT NEW RTU TO EXISTING DUCT WORK. CONNECT TO EXISTING CWR, CWS, HWR, AND HWS LINES.

STATE OF TEXAS
CHARLES A. WITT III
114625
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHARLES A. WITT III, P.E. 114625, ON 21 JUN. 2023.

Charles A Witt III

Mark	Description	Date
1	100% DESIGN SUBMITTAL	21-JUN-23

ENGINEERING SOLUTIONS
650 SHELL STONE TRAIL
GEORGETOWN, TX 78628
C: 512-639-3131
CO. # F-15327

MECHANICAL PLAN- ROOF

JUSTICE CENTER MAU REPLACEMENT-PO # 183238
WILLIAMSON COUNTY
GEORGETOWN, TX

SHEETNUMBER
M 1.0

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Trane Performance Climate Changer Air Handler

Unit Overview - RTU_1

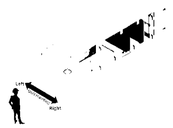
Application	Unit Size	External Dimensions Height	Width	Length	Weight Installed	Rigging
Outdoor unit	CSAA021	59.0 in	80.0 in	187.0 in	4170 lb	3678 lb
Quantity of Shipping Sections		Largest Ship Split Height	Width	Length	Heaviest Ship Split	Elevation
1 piece(s)		59.0 in	80.0 in	186.9 in	3740 lb	0.00 ft

Supply Fan
Airflow 9370 cfm Total Static Pressure 4.357 in H2O

Note: Height includes air handler sloped roof panel and standing seam.

Construction Features

Panel	2in. foam injected R-13 with thermal break
Panel Material	All unit inner panels - galvanized
Integral Base Frame	6in. integral base frame
Paint	Deluxe beige
Short Circuit Current Rating	5 kA
Agency Approval	UL listed unit
Roof Curb Type	Standard roof curb



Unit Electrical

Circuit	Voltage/Phase/Frequency	FLA	MCA	Max Fuse Size
Circuit number 1 Supply fan motor(s)	460/3/60	14.00 A	17.50	30.00
Circuit number 2 Lights + switch	115/1/60	2.61 A	3.26	15.00

Unit Controls

Controller Type No controller

Warranty

Warranty section Extd. warranty
Labor - 1st year 1st year labor warranty

Air mixing section - Position: 1

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop	Hood
Back	Outside	Parallel blade damper	9370 cfm	1084 ft/min	8.64 sq ft	0.219 in H2O	Yes

Filter

Type	Frame	MERV Rating	Quantity	Size
Pleated media - MERV 8	2"	MERV 8	12.00	16in.x25in.
Pressure Drop	Condition	Face Velocity	Airflow	Area
1.000	Dirty	281 ft/min	9370 cfm	33.33 sq ft

Section Options

Door Location	Both
Marine Light	Marine LED light

Access/blank/turning section - Position: 2

Options
Section Length 10.000 in

Heating coil section - Position: 3

Coil Construction

Model	Hot water - 1/2" Unit Optimized, Low Water Flow (UA)
Rows	2
Tube Diameter	1/2in. tube diameter (12.7 mm)
Coil Connection	Standard
Tube Mat/Wall Thickness	.016" (0.406 mm) copper tubes
Fin Spacing	105 Per Foot
Fin Material	Aluminum fins
Fin Type	Delta flo E (energy efficient)
Face Area	20.81 sq ft
Coil (top/sing/e) H x L	43 in. (1092 mm) X 69" (1753 mm) finned length
Casing	Galvanized
Turbulators	Yes
Rigging Weight	97.7 lb
Installed Weight	114.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan Size	Small
Door Location	Right
Marine Light	YES

Coil Performance

Capacity
Total 421.71 MBh

Air

Flow	9370 cfm
Entering Dry Bulb	24.00 F
Leaving Dry Bulb	65.50 F
Pressure Drop	0.150 in H2O
Face Velocity	450 ft/min

Fluid

Flow	28.09 gpm
Entering	180.00 F
Leaving	150.00 F
Pressure Drop	4.50 ft fluid
Tube Velocity	2.83 ft/s
Reynolds Number	28694.20
Type	Water
Concentration	100.00 %
Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Volume	1.99 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified, in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Cooling coil section - Position: 4

Coil Construction

Model	Chilled water - 5/8" Shipping Coil, General (W)
Rows	6
Tube Diameter	5/8in. tube diameter (15.875 mm)
Coil Connection	Standard
Tube Mat/Wall Thickness	.020" (0.508 mm) copper tubes
Fin Spacing	120 Per Foot
Fin Material	Aluminum fins
Fin Type	Prima flo H (Hi efficient)
Face Area	19.83 sq ft
Coil (top/sing/e) H x L	42 in. (1067 mm) X 68" (1727 mm) finned length
Casing	Stainless steel
Turbulators	Not Included
Rigging Weight	439.1 lb
Installed Weight	584.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan	Stainless steel
Drain Pan Size	Extended medium
Drain Connection	Left
Minimum Trap Height (L)	7.418 in
H Trap Dimension	4.279 in
J Trap Dimension	2.139 in
Door Location	Right
Marine Light	YES

Coil Performance

Capacity

Total	742.73 MBh
Sensible	360.83 MBh

Air

Flow	9370 cfm
Entering Dry Bulb	89.00 F
Entering Wet Bulb	77.00 F
Leaving Dry Bulb	54.45 F
Leaving Wet Bulb	54.31 F
Pressure Drop	0.704 in H2O
Face Velocity	472 ft/min

Fluid

Flow	148.01 gpm
Entering	44.00 F
Leaving	54.00 F
Pressure Drop	16.03 ft fluid
Tube Velocity	5.84 ft/s
Reynolds Number	20935.65
Type	Water
Concentration	100.00 %
Fouling Factor	0.00000 hr-sq ft-deg F/Btu
Volume	17.35 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified, in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Supply fan section - Position: 5

Fan Data

Wheel Diameter/Type/Class	24.5in. cld plenum, 80% width, H press
Fan Quantity	1
Discharge Location	Front top
Motor Location	Left side drive
Blades	Higher eff.(some bands lower,more spike)
Drive Service Factor	Direct drive
Fan K-factor	3285.00

Fan Performance

Airflow	9370 cfm
Total Static Pressure	4.357 in H2O
Total Brake Power	9.890 hp
Operating Speed	1896 rpm
AMCA FEG	FEG85
Bare fan peak total efficiency	76.70 %
Unit Static Efficiency	65.08 %

Motor Interface Options

Selection Type	VFD
Voltage	460/3
Mounting Location	Internal mounting
Motor Wire In Conduit	Motor wiring conduit
VFD Frequency	64.00 Hz

Motor Data

Power / Fan	10 hp
Voltage	460/3
Speed	1800
Class	NEMA premium compliant ODP
Efficiency	91.92 %
Part Load Efficiency	89.03 %
Fan electrical power (FEP)	8.37 kW
FEI	1.30
AHRI VFD HP	10.000 hp
Wire to air static efficiency	57.25 %

note: VFD driven motor fan electrical power calculated in accordance with AHRI 430.

note: Certified airflow performance per AHRI 430

Fan Section Options

Fan Wheel Balance	Inverter balance with shaft grounding
Door Location	Both
Door Guard	Yes
Marine Light	Marine LED light

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		9370 cfm	384 ft/min	24.41 sq ft	0.023 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430(I-P). AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

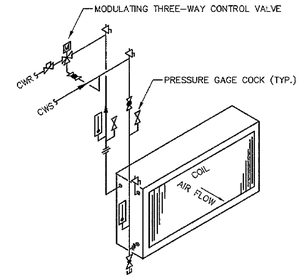
Supply fan	
Air mixing section	1.42
Coil section	0.15
Coil section	0.70
Fan section	0.02
Controls section	0.06
Internal Static Pressure	2.36
External Static Pressure	2.00
Total Static Pressure	4.36

Starter/VFD only section - Position: 6

Supply Fan Motor Interface Door Left

Openings

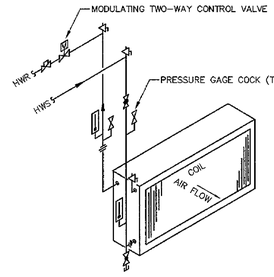
Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	9370 cfm	1333 ft/min	7.03 sq ft	0.055 in H2O



1 M 2.0

CHILLED WATER COIL W/ THREE WAY VALVE PIPING DETAIL

SCALE: N.T.S.



2 M 2.0

HOT WATER COIL W/ TWO WAY VALVE PIPING DETAIL

SCALE: N.T.S.

Trane Performance Climate Changer Air Handler

Unit Overview - RTU_2

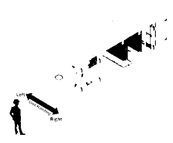
Application	Unit Size	External Dimensions Height	Width	Length	Weight Installed	Rigging
Outdoor unit	CSAA021	59.0 in	80.0 in	187.0 in	4429 lb	3837 lb
Quantity of Shipping Sections		Largest Ship Split Height	Width	Length	Heaviest Ship Split	Elevation
1 piece(s)		59.0 in	80.0 in	186.9 in	3998 lb	0.00 ft

Supply Fan
Airflow 10920 cfm Total Static Pressure 4.796 in H2O

Note: Height includes air handler sloped roof panel and standing seam.

Construction Features

Panel	2in. foam injected R-13 with thermal break
Panel Material	All unit inner panels - galvanized
Integral Base Frame	6in. integral base frame
Paint	Deluxe beige
Short Circuit Current Rating	5 kA
Agency Approval	UL listed unit
Roof Curb Type	Standard roof curb



Unit Electrical

Circuit	Voltage/Phase/Frequency	FLA	MCA	Max Fuse Size
Circuit number 1 Supply fan motor(s)	460/3/60	21.00 A	26.25	45.00
Circuit number 2 Lights + switch	115/1/60	2.61 A	3.26	15.00

Unit Controls

Controller Type No controller

Warranty

Warranty section Extd. warranty
Labor - 1st year 1st year labor warranty

Air mixing section - Position: 1

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop	Hood
Back	Outside	Parallel blade damper	10920 cfm	1264 ft/min	8.64 sq ft	0.298 in H2O	Yes

Filter

Type	Frame	MERV Rating	Quantity	Size
Pleated media - MERV 8	2"	MERV 8	12.00	16in.x25in.
Pressure Drop	Condition	Face Velocity	Airflow	Area
1.000	Dirty	328 ft/min	10920 cfm	33.33 sq ft

Section Options

Door Location	Right
Marine Light	Marine LED light

Access/blank/turning section - Position: 2

Options
Section Length 10.000 in

Heating coil section - Position: 3

Coil Construction

Model	Hot water - 1/2" Unit Optimized, Low Water Flow (UA)
Rows	2
Tube Diameter	1/2in. tube diameter (12.7 mm)
Coil Connection	Standard
Tube Mat/Wall Thickness	.016" (0.406 mm) copper tubes
Fin Spacing	118 Per Foot
Fin Material	Aluminum fins
Fin Type	Delta flo E (energy efficient)
Face Area	20.81 sq ft
Coil (top/sing/e) H x L	43 in. (1092 mm) X 69" (1753 mm) finned length
Casing	Galvanized
Turbulators	Yes
Rigging Weight	101.5 lb
Installed Weight	118.0 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan Size	Small
Door Location	Left
Marine Light	YES

Coil Performance

Capacity
Total 491.47 MBh

Air

Flow	10920 cfm
Entering Dry Bulb	24.00 F
Leaving Dry Bulb	65.50 F
Pressure Drop	2.205 in H2O
Face Velocity	525 ft/min

Fluid

Flow	32.74 gpm
Entering	180.00 F
Leaving	150.00 F
Pressure Drop	5.88 ft fluid
Tube Velocity	3.30 ft/s
Reynolds Number	33440.84
Type	Water
Concentration	100.00 %
Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Volume	1.99 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified, in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Programs which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Cooling coil section - Position: 4

Coil Construction

Model	Chilled water - 5/8" Shipping Coil, General (W)
Rows	6
Tube Diameter	5/8in. tube diameter (15.875 mm)
Coil Connection	Standard
Tube Mat/Wall Thickness	.022" (0.508 mm) copper tubes
Fin Spacing	120 Per Foot
Fin Material	Aluminum fins
Fin Type	Prima flo H (Hi efficient)
Face Area	19.83 sq ft
Coil (top/sing/e) H x L	42 in. (1067 mm) X 68" (1727 mm) finned length
Casing	Stainless steel
Turbulators	Not Included
Rigging Weight	439.1 lb
Installed Weight	584.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan	Stainless steel
Drain Pan Size	Extended medium
Drain Connection	Right
Minimum Trap Height (L)	8.018 in
H Trap Dimension	4.678 in
J Trap Dimension	2.339 in
Door Location	Left
Marine Light	YES

Coil Performance

Capacity

Total	832.76 MBh
Sensible	406.59 MBh

Air

Flow	10920 cfm
Entering Dry Bulb	89.00 F
Entering Wet Bulb	77.00 F
Leaving Dry Bulb	55.59 F
Leaving Wet Bulb	55.42 F
Pressure Drop	0.901 in H2O
Face Velocity	551 ft/min

Fluid

Flow	165.96 gpm
Entering	44.00 F
Leaving	54.00 F
Pressure Drop	19.78 ft fluid
Tube Velocity	6.55 ft/s
Reynolds Number	23473.61
Type	Water
Concentration	100.00 %
Fouling Factor	0.00000 hr-sq ft-deg F/Btu
Volume	17.35 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified, in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Supply fan section - Position: 5

Fan Data

Wheel Diameter/Type/Class	22.25in. dd plenum, full width, H press
Fan Quantity	1
Discharge Location	Front top
Motor Location	Right side drive
Blades	Higher eff.(some bands lower,more spike)
Drive Service Factor	Direct drive
Fan K-factor	2714.00

Fan Performance

Airflow	10920 cfm
Total Static Pressure	4.796 in H2O
Total Brake Power	14.175 hp
Operating Speed	2327 rpm
AMCA FEG	FEG80
Bare fan peak total efficiency	71.10 %
Unit Static Efficiency	58.25 %

Motor Interface Options

Selection Type	VFD
Voltage	460/3
Mounting Location	Internal mounting
Motor Wire In Conduit	Motor wiring conduit
VFD Frequency	79.00 Hz

Motor Data

Power / Fan	15 hp
Voltage	460/3
Speed	1800
Class	NEMA premium compliant ODP
Efficiency	93.19 %
Part Load Efficiency	91.05 %
Fan electrical power (FEP)	11.78 kW
FEI	1.19
AHRI VFD HP	15.000 hp
Wire to air static efficiency	52.18 %

Note: VFD driven motor fan electrical power calculated in accordance with AHRI 430.

Note: Certified airflow performance per AHRI 430

Fan Section Options

Fan Wheel Balance	Inverter balance with shaft grounding
Door Location	Right
Door Guard	Yes
Marine Light	Marine LED light

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		10920 cfm	447 ft/min	24.41 sq ft	0.031 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430(I-P). AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

Supply fan	
Air mixing section	1.57
Coil section	0.21
Coil section	0.90
Fan section	0.03
Controls section	0.09
Internal Static Pressure	2.80
External Static Pressure	2.00
Total Static Pressure	4.80

Starter/VFD only section - Position: 6

Supply Fan Motor Interface Door Right

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	10920 cfm	1666 ft/min	6.55 sq ft	0.087 in H2O

STATE OF TEXAS
CHARLES A. WITT III
114625
REGISTERED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHARLES A. WITT III, P.E. 114625, ON 21 JUN, 2023.

Charles A Witt III

ENGINEERING SOLUTIONS
650 SHELL STONE TRAIL
GEORGETOWN, TX 78628
C: 512-639-3131
CO. # F-15327

Mark	Description	Date
1	100% DESIGN SUBMITTAL	21-JUN-23

MECHANICAL DETAIL/SCHEDULE

JUSTICE CENTER MAU REPLACEMENT-PO # 183238
WILLIAMSON COUNTY
GEORGETOWN, TX

SHEETNUMBER

M 2.0

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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.

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	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

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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.

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(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.

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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;

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(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,

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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.

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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.

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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.

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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

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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

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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.

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

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

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

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.

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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,

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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

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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

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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.

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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.

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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

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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.

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.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**.

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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.

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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.

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.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

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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.

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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

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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.

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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**.

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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.

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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

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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.

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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.

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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

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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.

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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,

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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.

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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,

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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**.

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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

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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

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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

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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**.

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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**.

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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.

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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;

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.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;

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.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

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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.

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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

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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.

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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**

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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.

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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.

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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:

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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.

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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

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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;

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.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

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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

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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.

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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.

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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

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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

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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.

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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;

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.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

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policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

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person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.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.

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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.

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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.

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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.

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

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

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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

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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

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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

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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.

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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

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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,

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.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,

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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.

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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

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.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.

DocuSign

Certificate Of Completion

Envelope Id: DB83B125D9234E1EBDF4FB70F3680D10 Status: Completed

Subject: Complete with DocuSign: Williamson County CJC North MAU Replacement-4509_COOP1_TD Industries_2024.

Source Envelope:

Document Pages: 162 Signatures: 1 Envelope Originator:

Certificate Pages: 5 Initials: 1 Michele Cromer

AutoNav: Enabled 13850 Diplomat Dr

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Time Zone: (UTC-06:00) Central Time (US & Canada) Michele.Cromer@TDIndustries.com

IP Address: 144.91.233.244

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Signer Events	Signature	Timestamp
Billy Teston billy.teston@tdindustries.com Security Level: Email, Account Authentication (None)	DS BT Signature Adoption: Pre-selected Style Using IP Address: 75.87.59.18	Sent: 2/14/2024 9:24:17 AM Viewed: 2/14/2024 10:04:55 AM Signed: 2/14/2024 10:05:07 AM
Electronic Record and Signature Disclosure: Accepted: 2/14/2024 10:04:55 AM ID: ac980c30-d556-416b-906e-2f4663e301f6		
Lauren Turner lauren.turner@tdindustries.com Vice President TDIndustries Security Level: Email, Account Authentication (None)	DocuSigned by: Lauren Turner E2A9C06477804D1... Signature Adoption: Pre-selected Style Using IP Address: 50.84.236.102	Sent: 2/14/2024 10:05:09 AM Viewed: 2/14/2024 11:08:21 AM Signed: 2/14/2024 11:08:27 AM
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
Jeff Halvodson jeff.halvordson@tdindustries.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/14/2024 11:08:28 AM Viewed: 2/14/2024 11:29:50 AM
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2024 9:24:17 AM
Certified Delivered	Security Checked	2/14/2024 11:08:21 AM
Signing Complete	Security Checked	2/14/2024 11:08:27 AM
Completed	Security Checked	2/14/2024 11:08:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, TDIndustries, Inc (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 the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, you will no longer be able to use the DocuSign system 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 the DocuSign system 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 TDIndustries, Inc:

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: valerie.thomas@tdindustries.com

To advise TDIndustries, Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at valerie.thomas@tdindustries.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from TDIndustries, Inc

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 email to valerie.thomas@tdindustries.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with TDIndustries, Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to valerie.thomas@tdindustries.com and in the body of such request you must state your email, full name, mailing address, and telephone 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify TDIndustries, Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by TDIndustries, Inc during the course of your relationship with TDIndustries, Inc.

Enclosure #1 – Proposal
AbbiVe
January 12, 2024

January 12, 2024

Mr. Daniel Shea
Williamson County
3101 SE Inner Loop, Georgetown, TX 78626
dshea@wilco.org

Re: Proposal for Justice Center RTU 1 & 2 Replacement
Buy Board Contract: 720-23

Dear Mr. Shea:

Proposal for the Install at Williamson County Justice center to replace (2) existing Trane Make up air handlers with Like for like replacement. Our proposal is based on coordination with Automated Logic and equipment supplier (Basis of design Trane). Scope of mechanical work will be completed on the weekend with crane lift to be done from Forest Drive. Electrical Scope is included. Equipment lead time currently is 34 weeks

Total Price for Install…… $ 282,537

The following enclosures are included for clarification of our proposal:

Enclosure #1: Proposal
Enclosure #2: Scope of Work:

- Install
- Mechanical Equipment spec
- Clarifications and Exclusions

Sincerely,

Jeff Halvordson
TDI Special Projects

Enclosure #2 – Scope of Work: Install
January 12, 2024

Scope of work Based on Docs provided (Justice Center MAU Replacement-22JUN23)

Install: RTU 1 & 2

1. Pre Job coordination meeting with stakeholder, review scope schedule and crane plane
2. Demo Existing Air Handler and make ready for lift
   i) Disconnect Piping
   ii) Disconnect Electrical (Electrical scope included)
3. crane set up on Forrest street, will require road shut down (Picture 1)
4. Receive new air handler, transport to job site
5. Lift New adapter curbs and air handler 1 & 2 on to existing roof penetrations
6. Install per mechanical plans Acknowledging mechanical Tag notes 1-3
   i) Install New RTU and Curb at existing opening
   ii) Duct Mounted supply and return smoke detectors
   iii) Connect New CWR,CWS, HWR,HWS to existing lines
7. Note: New unit will not have a dog house as existing units do this will require (Included)
   i) Exterior rated pipe insulation and Heat trace (wiring included)
   ii) Sealing existing roof penetration (TDI will contract approved roofers)
   iii) Extend pipe to meet new AHU unit height
8. Reconnect Electrical and install new heat trace
9. Install new control valves (provided by ALC)
10. Insulated new pipe
11. Start Up VFDS
12. Test and Balance Report (Unit Airflow performance only) verify unit performance and provide TAB Report

Picture 1: Crane lift location (X)



Exclusions:

- BAS system integration (AHU 's provided with unwired end devices)
- Control Valves (ALC provided)

Enclosure #2 – Scope of Work: Install
January 12, 2024

RTU 1 & 2 Equipment specifications

(Qty: 2) Performance Climate Changer - Tag(s): RTU-1 & RTU-2

- Outdoor Unit Cabinet Construction
- 2" Double Wall R-13 Insulation
- 6" Integral Base Rail
- 460/60/3 Power with 115v GFCI and Marine Light – *Requires Separate Line of Power by Electrician*
- 2" Angled Filter Rack with 1 Set of Pleated MERV-8 Filters
- Backside Outdoor Air Intake with Hood
- Hot Water Heating Coil with Galvanized Steel Casing
- Chilled Water Cooling Coil with Stainless Steel Casing and Drain pan
- Copper tubes, Aluminum fins, extended Drain and Vent Connections
    - RTU-1: LH Coil / Motor Connections
    - RTU-2: RH Coil / Motor Connections
- Direct Drive Plenum Fan with VFD for Variable Speed Control
- 15 HP Inverter Rated Supply Fan Motor with Shaft Grounding
- Unwired End Devices: *DAT sensor, flow meter, overflow and low limit switches*
- Curb Adapters
- *1st Year Parts & Labor Warranty*

Enclosure #2 – Scope of Work: Install
January 12, 2024

General Clarifications and Exclusions:

1. This proposal is subject to:
   a) A mutually agreeable subcontract.
   b) A copy furnished of all contract documents
   c) Review after ten (10) days from the date of this letter.
   d) A review of final plans and specifications.
   e) The award of our contract and project start not later than 90 days from today.
   f) TDIndustries Proposal Letter dated January 12, 2024 to be incorporated into this Contract.
2. This proposal is based on performing work during the weekend
3. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of TDIndustries, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order.
4. For work in Dallas/Fort Worth, Texas: TDIndustries is licensed and regulated by: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, 1.800.803.9202 or 1.512.463.6599, and Texas State Board of Plumbing Examiners, 929 East 41st Street, PO Box 4200, Austin, Texas 78765, 1.800.845.6584. License #M18944 (RMP Wesley Baker) and License #TACLA12338C.
5. Delays Caused By Coronavirus Concerns. Notwithstanding any other provision of this Agreement, any construction delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.
6. Exclusions:
   a) Escalation.
   b) Payment and Performance Bond.
   c) Seismic or sway bracing.
   d) Vibration isolation
   e) Any cost associated with structural load engineering services for plumbing, piping, and ductwork hangers. We assume the building structure has been designed to properly support the plumbing systems, equipment, and distribution.
   f) Handling and setting of equipment provided by others.
   g) Warranty on and assembly of equipment furnished by others except as detailed in the documents.
   h) Preventive and required maintenance during first year.
   i) Warranty beyond the first year after substantial completion.
   j) Liquidated damages.

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:
2024-1124684

Date Filed:
02/15/2024

Date Acknowledged:

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

TD Industries
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 Facilities and management

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.

CJC North MAU Replacement
Replacement of two HVAC rooftop air handlers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jeff Halvordson, and my date of birth is [redacted].

My address is [redacted] (street), Austin (city), TX (state), 78753 (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 15 day of 02 (month), 20 24 (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:
2024-1124684

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02/23/2024

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

TD Industries
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 Facilities and management

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.

CJC North MAU Replacement
Replacement of two HVAC rooftop air handlers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

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 **44.**

Meeting Date: 03/05/2024

Approval of Contract for Construction for Jail Facade Make Safe with Falkenberg Construction Co., Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Construction #2024150 with Falkenberg Construction Co., Inc., for the Jail Facade Make Safe for Facilities Management in the amount of $194,284.03, pursuant to Cooperative Purchasing – BuyBoard - Contract Number #581-19, and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and Falkenberg Construction Co., Inc., relates to the Jail Facade Make Safe, located at 306 W 4th St, Georgetown, TX 78626. Detailed scope is attached. Funding Source is 01.0100.0509.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - Falkenberg Construction Co., Inc.,

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/28/2024 05:35 PM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 08:23 AM
Form Started By: Stacian Williams		Started On: 02/26/2024 09:26 AM
Final Approval Date: 02/29/2024		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Buyboard – Contract Number 581-19)

PROJECT: **Williamson County Jail Façade Make Safe**(“Project”)

GENERAL CONTRACTOR: **Falkenberg Construction Co., Inc.** (“GC”)
Triston Moore, Project Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

ARCHITECT: **Williamson County Architect** (“A/E”)
Trenton 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 **Williamson County Jail Façade Make Safe, which shall generally consist of tearing down of precast concrete façade components on the north façade of the north Williamson County Jail building** (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 **forty-five (45) 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 Ninety-Four Thousand, Two Hundred Eighty-Four and 03/100 Dollars ($ 194,284.03)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **the narrow focus of repairs** 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 **Nineteen Thousand Four Hundred Twenty-Eight and 40/100 Dollars ($ 19,428.40)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

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

Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be

binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

Falkenberg Construction Co., Inc.
Triston Moore, Project Manager
205 Cheatham St., Unit 2
San Marcos, TX 78666

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: Falkenberg Construction Co., Inc.
250 Cheatham St., Suite 2
San Marcos, TX 78666

Attention: Triston Moore
Project Manager

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

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement

to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, 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:
Falkenberg Construction Co., Inc.

By: _____
Signature

John E. Castro
Printed Name

President
Title

Date Signed: 01Feb2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

SCOPE OF WORK:
Remove covered walkway and add additional scaffolding for demo process.
Removal and proper disposal of roof and parapet walls on the main entrance.
Removal and proper disposal of all exterior stucco, brick, and concrete on the entrance of the structure.

We will be taking this part of the building down to make it safe.



EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

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

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

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX 75050
T.214-324-4779 FALKENBERGCONSTRUCTION.COM

January 29, 2024

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Proposal No.: 500.24

Reference: Jail Entrance Demo

Contract No.: Buy Board 581-19

Attention: Tommy Crockett

We propose to furnish labor, material and equipment for the Jail Entrance Demo project for the sum as follows:

Total Proposal Breakdown		
RS Means Cost		**$193,413.67**
Coefficient	**0.98**	**$3,868.27**
Sub Total		**$189,545.40**
Bond	**2.5%**	**$4,738.63**
PROPOSAL TOTAL		**$194,284.03**

One Hundred Ninety-Four Thousand Two Hundred Eighty-Four and 03/100 ---------- Dollars.

I. Documents: N/A
A. Drawing Numbers:

B. Specifications N/A

II. Scope of Work:

Cover & protect existing finishes
Install temporary fencing around job site area
Install additional scaffolding to existing scaffolding in order to access the entire face of the entrance
Install one (1) Frame & Brace scaffold that will be built under to the entrance way of the building to access the ceiling.
Removal and proper disposal of the roof and parapet walls on the located on the main entrance of the structure
Removal and proper disposal of all exterior stucco, brick, and rock panels on the entrance of the structure
Removal and proper disposal of metal framing associated with the stucco walls
Removal and proper disposal of the stucco ceiling and framing on the entrance of the structure
Daily & Final Cleanup

III. Exclusions:
Sales tax, overtime, permit fees
Any work below base
Any MEP Work
Excavation
Any work outside the SOW
Landscaping

IV. Clarifications:
This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.

Kady Williams
Construction Manager

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:
2024-1119410

Date Filed:
02/02/2024

Date Acknowledged:

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

Falkenberg Construction Co., Inc.
Grand Prairie , 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 Facilities Management

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.

581-19
WILLAMSON COUNTY JAIL FACADE MAKE SAFE

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CASTRO, JOHN	GRAND PRAIRIE, TX United States	X	
GOMEZ, MOSES	GRAND PRAIRIE, TX United States	X	
~~ARNOLD, CHRISTOPHER~~	~~GRAND PRAIRIE, TX United States~~	~~X~~	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Castro, and my date of birth is [redacted].

My address is [redacted] (street), Grand Prairie (city), TX (state), 75050 (zip code), U.S (country).

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

Executed in Tarrant County, State of TX, on the 2 day of 02 (month), 2024 (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:
2024-1119410

Date Filed:
02/02/2024

Date Acknowledged:
02/26/2024

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

Falkenberg Construction Co., Inc.
Grand Prairie , 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 Facilities Management

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.

581-19
WILLAMSON COUNTY JAIL FACADE MAKE SAFE

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CASTRO, JOHN	GRAND PRAIRIE, TX United States	X	
GOMEZ, MOSES	GRAND PRAIRIE, TX United States	X	
ARNOLD, CHRISTOPHER	GRAND PRAIRIE, 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 **45.**

Meeting Date: 03/05/2024

Supplemental Agreement No. 1 - Amended and Reinstated Agreement - Berry Springs Park Improvements

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Management

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a First Amended and Restated Contract for Planning, Design & Engineering Services Contract between Williamson County and Halff Associates, Inc. relating to Berry Springs Park Improvements Project (P559).

Background

This First Amended and Restated Contract for Planning, Design & Engineering Services is made to revise the potable water service plans by removing the service connection to the Jonah Water Special Utility District to the southeast of project, and adding a service connection to the Georgetown Utility System to the north of project and increase the Contract sum by $16,786, with services completed by 2/13/25.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Springs Park P559

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/29/2024 10:00 AM
Facilities Management (Originator)	Christy Matoska	02/29/2024 10:03 AM
Hal Hawes	Hal Hawes	02/29/2024 10:07 AM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 01:05 PM
Form Started By: Christy Matoska		Started On: 02/28/2024 04:00 PM
Final Approval Date: 02/29/2024		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AMENDED AND RESTATED AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Berry Springs Park Improvements** ("Project")

PLANNER/ LANDSCAPE ARCHITECT: **Halff Associates, Inc.** ("A/E")
James Hemenes, PLA, ASLA, CPRE
Director of Landscape Architecture
13620 Briarwick Drive, Suite 100
Austin, TX 78729

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Amended and Restated Agreement for Planning, Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Amended and Restated Agreement for Planning, Design and Engineering Services** being dated effective **December 8, 2021** ("Agreement");

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

WHEREAS, County now wishes to **revise the potable water service plans by removing the service connection to the Jonah Water Special Utility District to the southeast of project and adding a service connection to the Georgetown Utility System to the north of project**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

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

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

SUPPLEMENTAL AGREEMENT

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

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in **Attachment A – Scope of Additional Services** (referred to herein as "Additional Services").]

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Sixteen Thousand, Seven Hundred Eighty-Six Dollars ($ 16,786)** as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before **February 13, 2025,** detailed in **Attachment C – Production Schedule**.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

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

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, 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:
Halff Associates, Inc.

By: _____
Signature

M. James Hemenes
Printed Name

Director of Landscape Architecture
Title

Date Signed: 02/21/2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

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

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

GENERAL REQUIREMENTS

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

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

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

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

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

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Attachment C – Production Schedule**.

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.

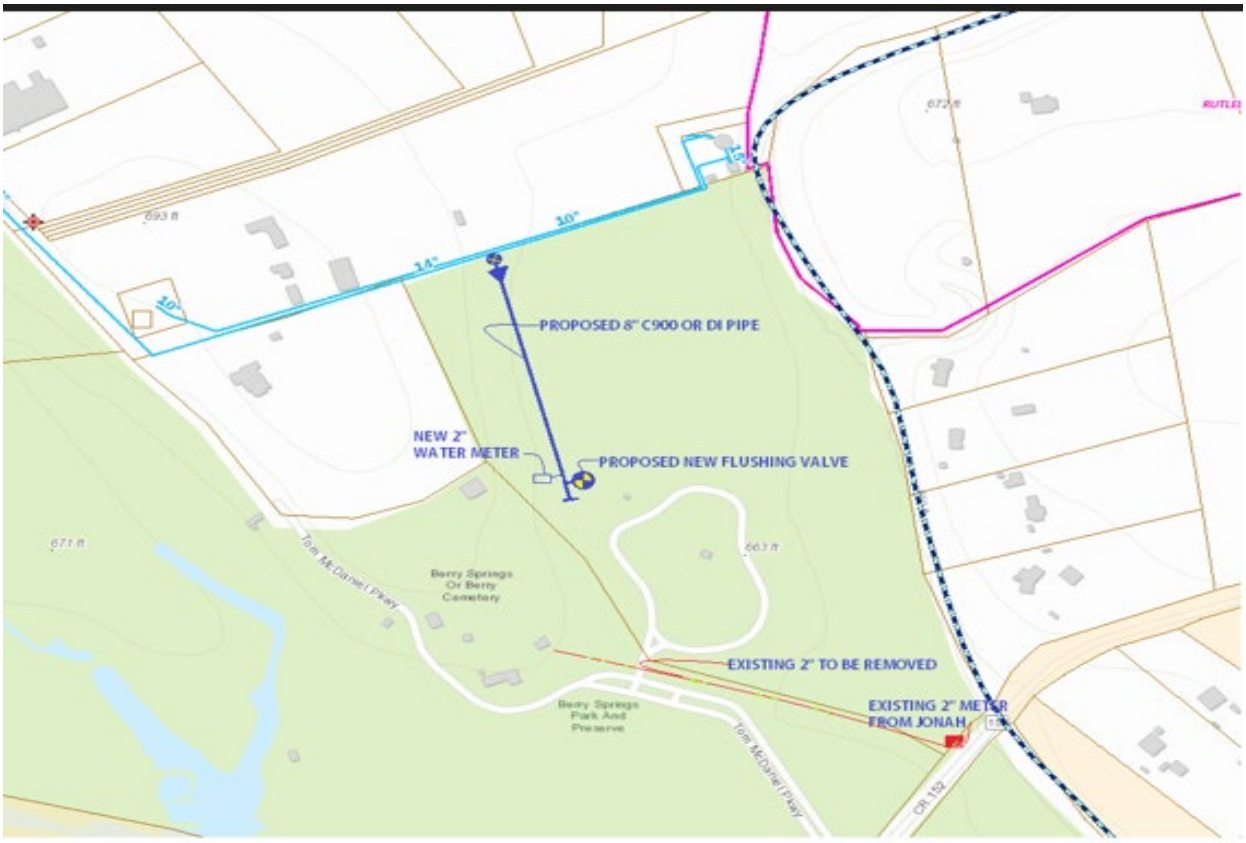
Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Berry Springs Park
1801 CR 152
Georgetown, TX

P559



Design a new water supply connection to City of Georgetown services.

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

Phases I-III – SCHEMATIC DESIGN THRU CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with 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. Develop plans and specifications, which indicate materials, construction methods and buildings systems.

A. 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.

B. Prepare a cost estimate comparison of capital investment and operational costs between the water supply options to the park.

C. 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. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

B. 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.

C. Receive and respond to permitting comments by the local jurisdiction having review authority.

D. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

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

Phase V-VII – CONTRACT BIDDING THRU PROJECT CLOSE-OUT

See Phases V-VII of Exhibit A of existing Agreement.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Additional Fee:		**$**	**16,786**	100%
100%	**Halff Associates, Inc.**	**$**	**16,786**	
Phases I-III - SCHEMATIC THRU CONSTRUCTION DOCUMENTS		**$**	**13,429**	80%
	Halff Associates, Inc.	$	13,429	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**3,357**	20%
	Halff Associates, Inc.	$	3,357	
Phase V-VII - CONTRACT BIDDINGTHRU PROJECT CLOSE-OUT		**$**	**-**	0%
	Halff Associates, Inc.		per existing Agreement	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **Three Hundred Forty-Five (345) calendar days** from the date of this Supplemental Agreement.

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

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be **two** (2) calendar days.

Supplemental Agreement Execution Date	**03/05/24**
Phase I-II - SCHEMATIC DESIGN THRU DESIGN DEVELOPMENT	
Peviously Accomplished	
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	03/19/24
County written authorization to proceed to next phase	03/22/24
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	03/25/24
Plans submittal to City	03/25/24
Construction Permits received from City	04/24/24
Phase V - BIDDING, AWARD, AND EXECUTION	
Previosly Accomplished	
Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	02/12/24
Construction Substantial Completion	12/15/24
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	01/14/25
All services shall be complete on, or before:	**02/13/25**

Commissioners Court - Regular Session **46.**

Meeting Date: 03/05/2024

Congressional Earmark for the Corridor A2, RM 620 at Anderson Mill and SH 45 at Robinson Ranch Interchange Projects

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding prioritization of potential congressional earmark projects.

Background

The following projects are under consideration for congressional earmarks:
Corridor A2: The anticipated total construction cost is $26.7M and this earmark request is in the amount of $10M of federal funding.
RM 620 at Anderson Mill: The anticipated total construction cost is $45M and this earmark request is in the amount of $10M of federal funding.
SH 45 at Robinson Ranch Interchange: This earmark request is in the amount of $2M of federal funding.

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	02/29/2024 01:09 PM
Form Started By: Vicky Edwards		Started On: 02/29/2024 10:25 AM
Final Approval Date: 02/29/2024		

Commissioners Court - Regular Session **47.**

Meeting Date: 03/05/2024

Award of RFSQ #24RFSQ8 Wilco Development Services Assistance for Road and Bridge

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding Engineering Services for Wilco Development Services Assistance to Doucet & Associates, Garver, LLC and K Friese & Associates, LLC, with the maximum payable amount for each agreement at three million dollars $3,000,000.00 and authorize execution of the agreements.

Background

Williamson County sent out over six thousand two-hundred (6,200) notifications with ninety-six (96) document takers and received seven (7) responses. The evaluation committee, based on the supporting documentation, recommends the selection of Doucet & Associates, Garver, LLC and K Friese & Associates, LLC for engineering services to assist Williamson County staff in plat and associated construction plan review, FEMA Flood Plain Program administration and driveway review and permitting, general drainage engineering support. The budgeted amount is $3,000,000.00 for each contract. The funding source is 01.0200.0210.004100 and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Doucet & Associates

PSA Garver, LLC

PSA K Friese & Associates, LLC

Scoresheet redacted

Award Recommendation letter

Form 1295 Doucet

Form 1295 Garver

Form 1295 K Friese

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/29/2024 08:46 AM
County Judge Exec Asst.	Becky Pruitt	02/29/2024 09:39 AM
Form Started By: Johnny Grimaldo		Started On: 02/26/2024 11:00 PM
Final Approval Date: 02/29/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Doucet & Associates, Inc. ("Engineer")**
ADDRESS: **10800 Pecan Park Blvd., Suite 140**
Austin, TX 78750
PROJECT: **24RFSQ8 Development Services Assistance ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this

Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 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), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Million and No/100 Dollars ($3,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable

to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the Williamson County Department of Infrastructure, to the attention of the Director of Road & Bridge, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Director of Road & Bridge in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer 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.

Engineer 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, the Engineer's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Director of Road & Bridge in strict accordance with any necessary instructions or requests provided by the Director of Road & Bridge.

The County Auditor shall document to Engineer 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer 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 Engineer 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 the 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 the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Doucet & Associates, Inc.
Duke Altman, PE, CFM
10800 Pecan Park Blvd., Suite 140
Austin, TX 78750

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

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice

may be waived in writing by agreement and signature of both parties. The Engineering 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 Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County's sole risk and without liability to Engineer.

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. **ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other

factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE 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, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. 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.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums

for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the 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 Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. 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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to:
Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Engineer: Doucet & Associates, Inc.
Duke Altman, PE, CFM
10800 Pecan Park Blvd., Suite 140
Austin, TX 78750

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

G. Reports of Accidents. Within 24 hours after Engineer 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 the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer 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 firm. 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, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. 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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

Doucet & Associates, Inc.

By: _____

Printed Name: John Doucet

Title: Vice President

Date: Feb. 9 ____, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Engineer 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:

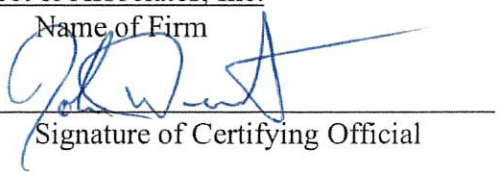
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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.

Doucet & Associates, Inc.
Name of Firm



Signature of Certifying Official

John Doucet, P.E.
Printed Name of Certifying Official

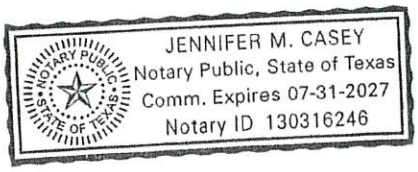
Executive Vice President
Title of Certifying Official

January 22, 2024
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 Jennifer Casey _____ the Certified Notary of Certifying Official, on behalf of said firm.



J Casey
Notary Public in and for the
State of Texas

My commission expires: 7/31/27

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Development Services Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
_____	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index 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.

DOUCET

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
DoucetEngineers.com

Schedule A

Doucet Fee Schedule (2023)

Personnel	Hourly Fee	Personnel	Hourly Fee
Principal Engineer (PE)	$295.00	Principal Surveyor (RPLS)	$290.00
Senior Project Manager	$275.00	Project Manager (RPLS)	$245.00
Project Manager	$230.00	Project Surveyor	$165.00
Senior Project Engineer (PE)	$215.00	Survey Specialist	$150.00
Project Engineer III	$195.00	Survey Technician	$125.00
Project Engineer II	$185.00		
Project Engineer I	$170.00	GIS Specialist	$155.00
Engineer Associate III	$160.00	GIS Technician	$125.00
Engineer Associate II	$150.00	LiDAR Specialist	$150.00
Engineer Associate I	$135.00	LiDAR Technician	$120.00
		Aerial Mapping Specialist	$150.00
Sr. Construction Manager	$180.00	Aerial Mapping Technician	$120.00
Sr. Construction Inspector	$170.00	Utility Specialist	$145.00
Construction Manager	$125.00	Utility Technician	$115.00
Construction Inspector	$115.00		
		Field Coordinator	$165.00
Sr. Civil Technician	$165.00	Field Specialist	$130.00
Civil Technician	$145.00	Crew of 1	$130.00
Assistant Civil Technician	$130.00	Crew of 2	$170.00
		Crew of 3	$230.00
Senior Planner (AICP)	$210.00		
Project Planner	$160.00	Environmental Project Manager	$200.00
Project Technical Lead	$165.00	Environmental Specialist	$145.00
Staff Planner	$140.00	Environmental Technician	$120.00
Planning Technician	$120.00	Project Archaeologist	$165.00
Project Coordinator	$135.00	Division Administrator	$125.00
Sr. Operations Assistant	$120.00	LiDAR Scanner	$120.00
Engineering Intern	$90.00	Drone	$675.00
Operations Assistant	$85.00	Ground Targets	$35/ea.
		Concrete Monuments	$290/ea.
Expert Witness	$550.00	ATV/Boat/Sonar	
		Mileage	per current IRS rate

Doucet reserves the right to periodically adjust our fee schedule. *DA 2023A*

EXHIBIT E

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 F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Garver, LLC ("Engineer")**
ADDRESS: **285 SE Inner Loop, Suite 110, Georgetown, TX 78626**
PROJECT: **Development Services Assistance ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 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), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Million and No/100 Dollars ($3,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E.** Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer 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.

Engineer 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:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer 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 Engineer 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 the 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 the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Wendy G. Travis
Garver, LLC
285 SE Inner Loop, Suite 110
Georgetown, TX 78626

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer 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 the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering 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 Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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 Engineer.

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

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

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

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

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

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. 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.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the 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 Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. 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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to:

Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Engineer: **Garver, LLC**
Wendy G. Travis
285 SE Inner Loop, Suite 110
Georgetown, TX 78626

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering,

consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

G. Reports of Accidents. Within 24 hours after Engineer 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 the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its

discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer 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 firm. 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, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. 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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

Garver, LLC

By _____

Printed Name: Wendy G. Travis

Title: Vice President

Date: January 23, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Engineer 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.

Graves
Name of Firm

Wendy G. Travis
Signature of Certifying Official

Wendy G. Travis
Printed Name of Certifying Official

Vice President
Title of Certifying Official

February 9, 2024
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 Wendy Travis _____ the Vice President of ENGINEER ,on behalf of said firm.

ALYSSA ALBARRAN
Notary Public, State of Texas
Comm. Expires 03-23-2026
Notary ID 13366107-2

Alyssa Albarran

My commission expires: 3-23-26

EXHIBIT B

ENGINEERING SERVICES

Professional services include but are not limited to performing engineering reviews of the following:

A. Subdivision plats, easements, and related surveys
B. Construction plans for subdivisions, site developments and utilities
C. Traffic related studies including turn analysis, driveway spacing and culvert design
D. Drainage, stormwater, detention plans
E. Floodplain encroachments, related hydrologic/ hydraulic modeling, analysis, and related FEMA documents
F. Environmental related plans and analysis
G. Construction cost estimates

Other related professional services include:

A. Recommendation of written policies and regulations regarding engineering and development review
B. Review and creation of CAD and GIS files related to development review.
C. Assist in permit processing and inspections in support of development review.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Garver, LLC (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

Wendy G. Travis
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE



Exhibit B
Client
Project Name
Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates
Engineers / Architects	
E-1	$ 130.00
E-2	$ 144.00
E-3	$ 174.00
E-4	$ 203.00
E-5	$ 247.00
E-6	$ 304.00
E-7	$ 422.00
Planners	
P-1	$ 157.00
P-2	$ 196.00
P-3	$ 244.00
P-4	$ 273.00
P-5	$ 308.00
Designers	
D-1	$ 118.00
D-2	$ 135.00
D-3	$ 161.00
D-4	$ 193.00
Technicians	
T-1	$ 95.00
T-2	$ 114.00
T-3	$ 139.00
T-4	$ 180.00
Surveyors	
S-1	$ 58.00
S-2	$ 77.00
S-3	$ 103.00
S-4	$ 148.00
S-5	$ 187.00
S-6	$ 218.00
2-Man Crew (Survey)	$ 225.00
3-Man Crew (Survey)	$ 282.00
2-Man Crew (GPS Survey)	$ 245.00
3-Man Crew (GPS Survey)	$ 302.00
Construction Observation	
C-1	$ 112.00
C-2	$ 140.00
C-3	$ 171.00
C-4	$ 221.00
C-5	$ 259.00

Classification	Rates
Resource Specialists	
RS-1	$ 104.00
RS-2	$ 137.00
RS-3	$ 194.00
RS-4	$ 268.00
RS-5	$ 335.00
RS-6	$ 411.00
RS-7	$ 460.00
Environmental Specialists	
ES-1	$ 104.00
ES-2	$ 131.00
ES-3	$ 168.00
ES-4	$ 198.00
ES-5	$ 248.00
ES-6	$ 318.00
ES-7	$ 398.00
ES-8	$ 450.00
Project Controls	
PC-1	$ 106.00
PC-2	$ 140.00
PC-3	$ 178.00
PC-4	$ 229.00
PC-5	$ 280.00
PC-6	$ 361.00
PC-7	$ 454.00
Administration / Management	
AM-1	$ 75.00
AM-2	$ 96.00
AM-3	$ 134.00
AM-4	$ 171.00
AM-5	$ 209.00
AM-6	$ 272.00
AM-7	$ 320.00
M-1	$ 510.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

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 F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **K Friese & Associates, LLC ("Engineer")**
ADDRESS: **1120 S. Capital of Texas Highway, CityView 2, Suite 100, Austin, TX 78746**
PROJECT: **24RFSQ 8 Development Services Assistance ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 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), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Million and No/100 Dollars ($3,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the Williamson County Department of Infrastructure, to the attention of the Director of Road & Bridge, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Director of Road & Bridge in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer 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.

Engineer 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, the Engineer's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Director of Road & Bridge in strict accordance with any necessary instructions or requests provided by the Director of Road & Bridge.

The County Auditor shall document to Engineer 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred

by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer 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 Engineer 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 the 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 the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Joseph Cantalupo, AICP
K Friese & Associates, LLC
1120 S. Capital of Texas Highway
City View 2, Suite 100
Austin, TX 78746

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

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering 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 Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County's sole risk and without liability to Engineer.

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. **ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other

factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE 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, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. 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.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums

for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the 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 Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. 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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to:
Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Engineer: Joseph Cantalupo, AICP
K Friese & Associates, LLC
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, TX 78746

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

G. Reports of Accidents. Within 24 hours after Engineer 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 the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer 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 firm. 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, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. 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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

K Friese & Associates, LLC

By _____

Printed Name: Thomas M Owens, PE

Title: Vice President

Date: JANUARY 22, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Engineer 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:

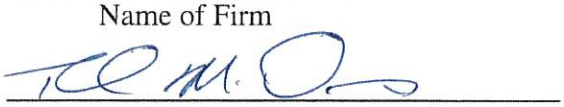
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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.

K Friese & Associates, LLC
Name of Firm



Signature of Certifying Official

Thomas M Owens, PE
Printed Name of Certifying Official

Vice President
Title of Certifying Official

January 22, 2024
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 Thomas M. Owens the Vice President of K Friese + Associates LLC on behalf of said firm.

Notary Public in and for the
State of Texas

CYNTHIA LEE GRAMMER
Notary Public, State of Texas
Comm. Expires 09-21-2024
Notary ID 132685913

My commission expires: 9-21-2024

EXHIBIT B

ENGINEERING SERVICES

This scope of services is to provide support to Williamson County staff for plat, design report and construction plan review, Floodplain development review and permitting, driveway review and permitting, and general engineering support. More specifically, the scope of services incudes but is not limited to:

- Reviewing subdivision plats
- Reviewing site development and subdivision construction plans
- Reviewing drainage reports and stormwater detention plans
- Evaluating floodplain encroachments
- Reviewing floodplain models and delineation analyses
- Designing and reviewing driveways, including work related to H&H design and analysis, culvert sizing using HY-8 software, driveway spacing, turn lane analysis, and plan review
- H&H modeling analysis and review using software such as HEC-HMS and HEC-RAS
- Reviewing construction cost estimates
- Recommending written policies and regulations regarding engineering and development review
- Reviewing and creating CAD and GIS files in support of development review
- Assisting with permit processing by providing comment letters, processing permits online and participating in comment response meetings.
- Other duties as assigned and agreed upon.

As part of this this scope of services we will assign:

- A minimum of one staff person who is a licensed professional engineer in the State of Texas to directly manage all work performed.
- A minimum of one staff person who is a license professional engineer in the State of Texas and is also a certified floodplain manager, for floodplain management assignments.

As part of this scope of services we commit to providing plat and permit review services in a timely manner in accordance with County requirements which call for a 1-week turnaround and occasionally and upon request, a 48-hour turnaround.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
_____	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Title	Rate
Principal I	$ 320.00
Principal II	$ 420.00
Project Manager I (8-10)	$ 180.00
Project Manager II (10-12)	$ 195.00
Project Manager III (12-15)	$ 210.00
Project Manager IV (15-20)	$ 255.00
Project Manager V (20-25)	$ 270.00
Project Manager VI (25+)	$ 290.00
Professional Engineer I (5-8)	$ 155.00
Professional Engineer II (8-10)	$ 170.00
Professional Engineer III (10-12)	$ 190.00
Professional Engineer IV (12-15)	$ 200.00
Professional Engineer V (15-20)	$ 220.00
Professional Engineer VI (20-25)	$ 260.00
Professional Engineer VII (25+)	$ 270.00
Engineer in Training I (0-2)	$ 120.00
Engineer in Training II (3-4)	$ 130.00
Engineer in Training III (5+)	$ 135.00
Engineering Technician Entry	$ 115.00
Engineering Technician Mid	$ 150.00
Engineering Technician Senior	$ 180.00
GIS Technician Entry	$ 100.00
GIS Technician Mid	$ 140.00
GIS Technician Senior	$ 160.00
GIS Administrator Senior	$ 200.00
CAD Technician Entry	$ 90.00
CAD Technician Mid	$ 130.00
CAD Technician Senior	$ 150.00
CAD Administrator Senior	$ 200.00
Planner I (0-5)	$ 115.00
Planner II (5-10)	$ 160.00
Administrative Specialist I (0-5)	$ 70.00
Administrative Specialist II (5-10)	$ 80.00
Administrative Specialist III (10-15)	$ 90.00
Administrative Specialist IV (15-20)	$ 100.00
Administrative Specialist V (20-25)	$ 110.00
Administrative Specialist VI (25+)	$ 120.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index 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 E

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 F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

EVALUATION - Plat and Drainage Support
24RFSQ8
DATE: 1/11/2024

7 Firms

Evaluation Criteria	Maximum Score Points	Doucet & Associates	Freese & Nichols	Garver, LLC	K Friese & Associates	Lockwood, Andrews & Newnam	TRC	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications performing commercial/subdivision plat and drainage reviews for cities or counties	50	45	40	45	50	40	40	40
Individuals on Project Team's Experience/Qualifications performing commercial/subdivision plat and drainage reviews for cities or counties	50	45	40	45	45	40	35	35
Individuals on Project Team's Experience/Qualifications performing commercial/subdivision plat construction plan reviews for cities or counties	50	45	40	45	45	40	35	35
Individuals on Project Team's Experience/Qualifications preparing or reviewing FEMA flood studies and map revisions	50	45	40	45	45	40	35	35
Understanding of the project	50	45	40	45	50	40	30	30
Availability of Project Manager, task leads and relevant staff and previous performance on Williamson County projects	50	45	40	45	50	40	30	30
TOTAL	300	270	240	270	285	240	205	205

[redacted]

January 11, 2024

Ms. Joy Simonton
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for 24RFSQ8 Engineering Services for Development Services Assistance

Dear Ms. Simonton:

Based on the attached supporting documentation, the Engineering Services for the Wilco Development Services Assistance Selection Committee recommends the selection of Doucet & Associates, Garver, LLC and K Friese & Associates, LLC which were the top ranked firms from the evaluation process.

Seven firms were evaluated on January 11, 2024 by the following Selection Committee:

Russ Boles, Commissioner Precinct 4
Robert B. Daigh, P.E., Senior Director of Infrastructure
Adam Boatright, County Engineer

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

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

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:
2024-1112787

Date Filed:
01/17/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Doucet & Associates, Inc. (A Kleinfelder Company)
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.
24RFSQ8
engineering services to assist Williamson County staff in plat and associated construction plan review, FEMA Flood Plain Program administration and driveway review and permitting, drainage eng support

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Daniel, Kelly	Austin, TX United States		X
Doucet, John	Austin, TX United States	X	
Armstrong, Louis	San Diego, CA United States	X	
Soderquist, Erik	San Diego, CA United States	X	
Murphy, John	San Diego, CA United States	X	
Brockman, Dan	San Diego, TX United States	X	
Hillman, Scott	Hamilton, NJ United States	X	
Boes, David	Irving, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Doucet, PE, and my date of birth is [redacted].

My address is 7401 B Hwy 71 West, Suite 160 (street), Austin (city), TX (state), 78735 (zip code), US (country).

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

Executed in Travis County, State of Texas, on the 17th day of January (month), 20 24 (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:
2024-1112787

Date Filed:
01/17/2024

Date Acknowledged:
02/23/2024

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

Doucet & Associates, Inc. (A Kleinfelder Company)
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.

24RFSQ8
engineering services to assist Williamson County staff in plat and associated construction plan review, FEMA Flood Plain Program administration and driveway review and permitting, drainage eng support

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Daniel, Kelly	Austin, TX United States		X
Doucet, John	Austin, TX United States	X	
Armstrong, Louis	San Diego, CA United States	X	
Soderquist, Erik	San Diego, CA United States	X	
Murphy, John	San Diego, CA United States	X	
Brockman, Dan	San Diego, TX United States	X	
Hillman, Scott	Hamilton, NJ United States	X	
Boes, David	Irving, 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:
2024-1122748

Date Filed:
02/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Garver 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, 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.
24RFSQ8
DEVELOPMENT REVIEW SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HOSKINS, BROCK	GEORGETOWN, TX United States	X	
GRAVES, MICHAEL	GEORGETOWN, TX United States	X	
SCHNIERS, BRENT	GEORGETOWN, TX United States	X	
SOBER, JEFFREY	GEORGETOWN, TX United States	X	
MOTT, JR, WM. EARL	GEORGETOWN, TX United States	X	
HOLDER, JR., JERRY	GEORGETOWN, TX United States	X	
MCILLWAIN, FRANK	GEORGETOWN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is **Wendy Travis**, and my date of birth is [redacted].

My address is **285SE Inner Loop, Suite 110** (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 **12th** day of **February** (month), 20**24** (year).

Wendy Travis

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:
2024-1122748

Date Filed:
02/12/2024

Date Acknowledged:
02/23/2024

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

Garver 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, 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.

24RFSQ8
DEVELOPMENT REVIEW SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HOSKINS, BROCK	GEORGETOWN, TX United States	X	
GRAVES, MICHAEL	GEORGETOWN, TX United States	X	
SCHNIERS, BRENT	GEORGETOWN, TX United States	X	
SOBER, JEFFREY	GEORGETOWN, TX United States	X	
MOTT, JR, WM. EARL	GEORGETOWN, TX United States	X	
HOLDER, JR., JERRY	GEORGETOWN, TX United States	X	
MCILLWAIN, FRANK	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)

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:
2024-1114371

Date Filed:
01/22/2024

Date Acknowledged:

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

K Friese + Associates, LLC
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.

24 RFSQ Development Services
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Thomas M. Owens, P.E., and my date of birth is [redacted].

My address is 1120 S. Capital of Texas Highway (street), Austin (city), TX (state), 78746 (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 22 day of January (month), 2024 (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:
2024-1114371

Date Filed:
01/22/2024

Date Acknowledged:
02/23/2024

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

K Friese + Associates, LLC
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.

24 RFSQ Development Services
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Friese, Karen	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)

Commissioners Court - Regular Session **48.**

Meeting Date: 03/05/2024

1810-265 North Mays Extension Change Order #8 (Final Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of $23,099.72 for Project 1810-265 North Mays Extension (Capital Excavation) P: 224 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order includes the balancing of Force Account items for the installation of Oncor illumination poles, wire and conduit south of the bridge. This Change Order also adds an item for the miscellaneous riprap work that was completed at the request of the City of Round Rock. Please see attached Change Order for additional details.

This Change Order results in an increase of $23,099.72 to the Contract amount, for an adjusted Contract total of $11,774,080.40. The original Contract amount was $10,775,835.75. As a result of this and all other Change Orders, $998,244.65 has been added to the Contract, resulting in an 9.26% 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

1810-265-NorthMays-CO#8

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 09:43 AM
Form Started By: Julissa Vasquez		Started On: 02/28/2024 02:42 PM
Final Approval Date: 02/29/2024		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 8

1. CONTRACTOR: **Capital Excavation**

2. Change Order Work Limits: Sta. **31+00** to Sta. **50+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***1810-265***
Roadway:	**North Mays Ext**
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for miscellaneous riprap work that was completed as a request from the City of Round Rock.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered:

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 **2/27/24**

By

Typed/Printed Name **Scott J. Budd**

Typed/Printed Title **Executive Vice President**

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$23,099.72**

RECOMMENDED FOR EXECUTION:

Project Manager — 2/27/2024 Date

N/A
Design Engineer Date

Program Manager — 2/29/2024 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: *8* ***Project #*** *1810-265*

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
730-WC01	MOWING / MAINT	EA	$2,704.28	10.00	$27,042.80	3.00	13.00	$35,155.64	$8,112.84
999-WC10	PYRAMAT	SY	$20.68	4,760.00	$98,436.80	230.00	4,990.00	$103,193.20	$4,756.40
999-WC13	F/A FOR ONCOR ILLUMINATION	DOL	$1.00	50,000.00	$50,000.00	(8,748.64)	41,251.36	$41,251.36	($8,748.64)
432-WC01	MISC RIPRAP	LS	$18,979.12	0.00	$0.00	1.00	1.00	$18,979.12	$18,979.12
TOTALS					$175,479.60			$198,579.32	$23,099.72

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

North Mays Extension

Williamson County Project No. 1810-265

Change Order No. 8

Reason for Change

This Change Order provides the final balancing for the overrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order includes the balancing of the Force Account item for the installation of Oncor illumination poles, wire and conduit south of the bridge. This Change Order also adds an item for the miscellaneous riprap work that was completed, as requested by the City of Round Rock.

The following item(s) will be added by this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
432-WC01	MISC RIPRAP	1.0	LS

This Change Order results in an increase of $23,099.72 to the Contract amount, for an adjusted Contract total of $11,774,080.40. The original Contract amount was $10,775,835.75. As a result of this and all other Change Orders, $998,244.65 has been added to the Contract, resulting in an 9.26% 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.

Item: 999-WC13

CAPITAL EXCAVATION

CHANGE ORDER REQUEST #15

Capital Excavation Company

PROJECT:	**N Mays Extension**	**DATE:**	**9/27/2022**
DESCRIPTION	**Illumination Reparis**		
QUANTITY	**2 EA**		
UNIT PRICE	**$20,625.68 EA**		

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
Superintendent	40		HR		$47.00		$1,880.00
					SUBTOTAL:		$1,880.00
					Labor Mark Up @ 15%		$282.00
					Ins. & Taxes Mark Up @ 55%		$1,034.00
					LABOR TOTAL		***$3,196.00***
EQUIPMENT							
Truck	40		HR		$19.28		$771.20
					SUBTOTAL:		$771.20
					Mark Up @ 15%		$115.68
					EQUIPMENT TOTAL		***$886.88***
MATERIALS							
Street Light Foundation	2		EA		$875.00		$1,750.00
					SUBTOTAL:		$1,750.00
					Mark Up @ 15%		$262.50
					MATERIALS TOTAL		***$2,012.50***
SUBS							
Austin Traffic Signal	1		LS		$26,300.00		$26,300.00
Flasher Equipment (Lane Closures)	4		EA		$1,500.00		$6,000.00
Round Rock Tree Pruning	1		LS		$811.88		$811.88
					SUBTOTAL:		$33,111.88
					Mark Up @ 5%		$1,655.59
					SUBS TOTAL		***$34,767.47***
					TOTAL LESS BOND		**$40,862.85**
	BOND				1%		**$388.50**
	THIS CHANGE ORDER						**$41,251.36**

NOTES:

1. **See attached proposal from Subcontractor.**
2. **See attached coordination sketch by Contractor.**
3. **Proposal assumes existing underground conductors and ground wire to be utilitized.**
4. **Meter fees are not included.**
5. **Poles and fixtures provided by Oncor.**

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

9/23/2022

PROPOSAL

CONTROL : NORTH MAYS PROJECT

Item: 999-WC13

PROJECT: ILLUMINATION REPAIRS
HIGHWAY: NORTH MAYS PROJECT
COUNTY: WILLIAMSON

Item No.	Desc. Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
1		MOBILIZATION	LS	1	$2,500.00	$2,500.00
2		TY A PEDESTAL SERVICE	EA	1	$6,500.00	$6,500.00
3		TY A GROUND BOX	EA	1	$1,500.00	$1,500.00
4		REMOVE ILLUMINATION FOUNDATION	EA	2	$1,400.00	$2,800.00
5		* PRECAST ILLUMINATION FOUNDATION (INSTALL ONLY) *	EA	2	$2,000.00	$4,000.00
6		** INSTALL ILLUM POLE ASSEM (SNG ARM)(INSTALL ONLY) **	EA	1	$1,500.00	$1,500.00
7		** INSTALL ILLUM POLE ASSEM (DBL ARM (INSTALL ONLY) **	EA	1	$2,000.00	$2,000.00
8		SPLICING CONDUCTORS AT BRIDGE GROUND BOXES, CONDUIT T	EA	2	$2,750.00	$5,500.00

*** FOUNDATIONS PROVIDED BE CAPITAL EXCAVATION ***
**** ONCOR TO PROVIDE POLES,ARMS, FIXTURES ****
***** ATS TO MAKE CONNECTIONS AND WIRING AS NEEDED *****

Total Bid Amount **$26,300.00**

DAVEY
Proven Solutions for a Growing World

The Davey Tree Expert Company
16085 Ronald W Reagan Blvd
Leander, TX 78641-4130
Phone: (512) 817-5300 Fax: (512) 259-1083
Email: Michael.Presta@davey.com

Client

Capital Excavation
700 Jeffrey Way
Round Rock, TX 78665-2413

9/22/2022

Proposal #: 20060408-1663885899
Account #:

Tree Care	Service Period	Price	Tax	Total
☐ Tree Pruning		$750.00	$61.88	$811.88

Prune live oak canopy to allow clearance for street lamp pole install.
Prune for future lighting.
Paint all oak cuts 1/2" diameter and larger.
Clean and haul all debris.

Item: 432-WC01

CAPITAL EXCAVATION

FORCE ACCOUNT INVOICE

Capital Excavation Company

PROJECT: N Mays Extension **DATE:** 2/16/2024
DESCRIPTION CORR Requested Changes
QUANTITY 1 LS
UNIT PRICE $18,979.12 LS

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
W/E 2/26/23	16	5	HR		$23.00	$34.50	$540.50
W/E 3/19/23	16	0	HR		$20.00	$30.00	$320.00
W/E 3/19/23	22	4	HR		$20.00	$30.00	$560.00
Sal Employees W/E 3/19/23	1	0	LS		$935.00	$1,402.50	$935.00
W/E 5/7/23	26	4	HR		$20.00	$30.00	$640.00
W/E 5/7/23	34	4	HR		$18.00	$27.00	$720.00
Sal Employees W/E 5/7/23	1	0	LS		$680.00	$1,020.00	$680.00
	0	0	HR		$0.00	$0.00	$0.00
						SUBTOTAL:	$4,395.50
						Labor Mark Up @ 25%	$1,098.88
						Ins. & Taxes Mark Up @ 55%	$2,417.53
						LABOR TOTAL	***$7,911.90***
EQUIPMENT							
Foreman's Truck	38		HR		$23.82		$905.16
Cat 420 Backhoe	16		HR		$70.34		$1,125.44
	0		HR		$0.00		$0.00
	0		HR		$0.00		$0.00
	0		HR		$0.00		$0.00
						SUBTOTAL:	$2,030.60
						Mark Up @ 15%	$304.59
						EQUIPMENT TOTAL	***$2,335.19***
MATERIALS							
Hazel's Expedited Freight	1		EA		$825.00		$825.00
Texas Crushed Stone	20.5		Ton		$14.90		$305.45
Lauren Concrete	1		EA		$704.50		$704.50
	0		Ton		$0.00		$0.00
						SUBTOTAL:	$1,834.95
						Mark Up @ 25%	$282.61
						MATERIALS TOTAL	***$2,117.56***
SUBS							
Landart America - Landscape Irrigation Repairs	1		LS		$2,800.00		$2,800.00
AZR	1				$720.00		$720.00
Austin Traffic Signal	1		LS		$2,766.56		$2,766.56
						SUBTOTAL:	$6,286.56
						Mark Up @ 5%	$140.00
						SUBS TOTAL	***$6,426.56***
						TOTAL LESS BOND	**$18,791.21**
	BOND					1%	**$187.91**
	THIS CHANGE ORDER						**$18,979.12**

Commissioners Court - Regular Session **49.**

Meeting Date: 03/05/2024

CR 404 Realignment CAR Letter of Transfer

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 404 Realignment Project, a Road Bond Project in Commissioner Pct. 4. P391.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR404Realignment-CAR-LetterofTransfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 01:08 PM
Form Started By: Marie Walters		Started On: 02/28/2024 06:05 PM
Final Approval Date: 02/29/2024		

Acc CAR _____

CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT

This letter documents the transfer of archaeological collections and records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project: Future County Road 404 Expansion Project

Project No.: SWCA 59147.17

County(ies): Williamson County

Site No(s):
None

Permitting Agency ACT/THC Permit # ACT 30992

Description of Materials
Field and photographic records for the aforementioned project.

The transfer of the above-described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency	Signature - Authorized Agent of Sub. Arch.
Judge Bill Gravell, Jr.	Christ Shelton, M.A.
Authorized Agent of Sponsor (type or print)	Authorized Agent of Sub. Arch. (type or print)
Williamson County Judge	Principal Investigator
Title/Position	Title/Position
	11/11/2021
Date	Date
Address:	Address:
710 South Main Street, Ste.101	4949 N Loop 1604 W, Bldg 2, Ste. 235
Georgetown, TX 78626	San Antonio, TX 78249

Commissioners Court - Regular Session **50.**

Meeting Date: 03/05/2024

Ronald Reagan Agreement for Gift of Real Property

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Gift of Real Property with CLI C7 Ranch Owner, LLC. for 1.379 AC as right of way and 0.6896 AC for a waterline easement as required for the construction of Ronald Reagan Boulevard Segment B. (Parcel 5) Funding Source: Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 12:59 PM
Form Started By: Charlie Crossfield		Started On: 02/28/2024 11:25 AM
Final Approval Date: 02/29/2024		

AGREEMENT FOR GIFT OF REAL PROPERTY

Ronald Reagan Right of Way

THIS AGREEMENT FOR GIFT OF REAL PROPERTY ("Agreement") is entered into as of the date set forth below by and between **CLI C7 RANCH OWNER, LLC**, hereinafter referred to as "Donor," and the **WILLIAMSON COUNTY, TEXAS,** hereinafter referred to as "County". Donor desires to donate to County, and County desires to accept from Donor, the property which is more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Parcel").

IN CONSIDERATION of the mutual covenants set forth herein, Donor and County hereby agree as follows:

Section 1. Transfer & Acceptance.

a. The Donor dedicates the Parcel to the County. Donor shall convey and grant indefeasible title in and to the Parcel, free and clear of any monetary liens and encumbrances after title inspection by County at its sole expense, to County by deed in the form as shown in Exhibit "B" attached hereto. The deed shall be fully executed, notarized, and delivered to County by Donor within fifteen (15) days following final approval and execution of this Agreement by County.

b. The County accepts the public dedication of the Parcel from the Donor. The County shall accept from the Donor title to, and interest in, the Parcel.

Section 1.1. Dedication of Waterline Easement

a. As additional consideration for the Agreement, Donor shall convey and grant a waterline easement interest (the "Easement") to the City of Georgetown in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Easement shall be fully executed, notarized, and delivered to County by Donor within fifteen (15) days following final approval and execution of this Agreement by County.

Section 2. Consideration. As a condition of Donor's gift and assignment of its interests in the Parcel to County, the County agrees to the following:

a. *Property Valuation.* The Parcel is valued at Fifty-Eight Thousand Two Hundred Sixty-Seven and 00/100 Dollars ($58,267.00), for purposes of this Agreement. This value was determined using 2022 WCAD certified land market value.

b. *Wastewater Facility in County R.O.W.* Donor, its successors or assigns shall be permitted to install and construct wastewater force main facilities, not to exceed eight (8) inches in diameter without additional written approval, within the proposed Ronald Reagan Blvd. right of way owned

or proposed to be acquired by County as part of its proposed Ronald Reagan Widening construction project, at a specific assignment location to be designated upon completed permit request to County which satisfies any standard requirements for such right of way utility permitting, and otherwise generally within the limits as shown on Exhibit "D" attached hereto and incorporated herein.

Section 3. Representations and Warranties. The County hereby represents and warrants that:

a. County accepts the Parcel **AS IS, IN ITS PRESENT CONDITION**.

Section 4. Donor's Duties, Representations and Warranties.

a. Donor is responsible for all property taxes associated with the Parcel up to and including the date of execution of the Deed for the Parcel.

b. Donor may realize any proper tax benefit or future Road District reimbursement to which it is entitled through this gift of real property, and County shall provide any reasonable assistance requested by Donor to complete any required documentation for same.

c. Donor understands and acknowledges that Donor has been informed of the entitlement to receive fair market value payment for the Parcel, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving those rights.

Section 5. Assigns; Beneficiaries. Neither the County nor Donor shall have the right to assign this Agreement to any party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of Donor and County.

Section 6. Entire Agreement. This Agreement is the entire agreement between Donor and County concerning the gift of interest in the Parcel, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing, and signed by the party to be bound.

Section 7. Choice of Law; Venue; Dispute Resolution. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any action brought under or with regard to this Agreement or the breach of this Agreement is in *Williamson*

County, Texas, except to the extent otherwise mandated by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Agreement or the breach of same.

EXECUTED BY the County and by Donor as follows:

DONOR:

CLI C7 RANCH OWNER, LLC

By:_____

Name: Brent D. Heath

Vice President

Its:_____

Date:_____

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

County: Williamson
Parcel: 5 – CLI C7 RANCH OWNER, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.379 ACRES (60,069 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 87.60 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO CLI C7 RANCH OWNER, LLC IN DOCUMENT NO. 2022052079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 1.379 ACRES (60,069 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 50.00 feet Left of Ronald Reagan Baseline Station 2469+22.40 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,209,992.26, E=3,081,394.40), being in the South line of said 87.60 acre tract and the common North line of a called 5.73 acre tract of land described in Special Warrant Deed to Santa Rita Commercial, LLC in Document No. 2013111090 of said O.P.R.W.C.T., from which a 1/2-inch rebar with cap stamped "RJ SURVEYING" found for the Northwest corner of said 5.73 acre tract and the common Northeast corner of Lot 43, Block F, MIDDLE BROOK RANCH SECTION 1, a subdivision of record in Documents No. 2012025633 of said O.P.R.W.C.T., also being in the South line of said 87.60 acre tract, bears South 69°19'16" West a distance of 454.67 feet;

THENCE with the proposed West ROW line of said Ronald Reagan Boulevard over and across said 87.60 acre tract, the following three (3) courses and distances:

1) Along a curve to the **Right** having a radius of **8,150.00** feet, an arc length of **126.90** feet, a delta angle of **00°53'32"**, and a chord which bears **North 30°46'54" West** a distance of **126.90** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 50.00 feet Left of Ronald Reagan Baseline Station 2470+48.51;

2) **North 25°14'48" West** a distance of **123.16** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 40.00 feet Left of Ronald Reagan Baseline Station 2471+70.59;

County: Williamson
Parcel: 5 – CLI C7 RANCH OWNER, LLC
Highway: Ronald Reagan Boulevard

3) Along a curve to the **Right** having a radius of **8,140.00** feet, passing at an arc length of 945.17 feet, a 1/2-inch rebar with aluminum cap stamped "CONTROL OF ACCESS" set 40.00 feet Left of Ronald Reagan Baseline Station 2481+11.11, for the Beginning of Control of Access (COA), in all a total an arc length of **1251.79** feet, a delta angle of **08°48'40"**, and a chord which bears **North 25°04'00" West** a distance of **1250.56** feet to a 1/2-inch rebar with aluminum cap stamped "CONTROL OF ACCESS" set 40.00 feet Left of Ronald Reagan Baseline Station 2484+16.23, for the End of COA, set in the North line of said 87.60 acre tract and the common South line of the remainder of a called 123.38 acre tract of land described in a Memorandum of Purchase Rights to The Pinnacle Development Group, L.L.C., in Document No. 2006036303 of said O.P.R.W.C.T., from which a 1/2-inch rebar found for a corner of said remainder of 123.38 acre tract and the common Southeast corner of Lot 1, Block T, SANTA RITA RANCH SECTION 9B, a subdivision of record in Document No. 2020060631 of said O.P.R.W.C.T., also being in the North line of said 87.60 acre tract, bears South 70°56'40" West a distance of 1006.65 feet;

4) **THENCE** with the North line of said 87.60 acre tract and the common South line of said remainder 123.38 acre tract, **North 70°56'40" East** a distance of **36.84** feet to a Calculated Point for the Northeast corner of said 87.60 acre tract and the Southeast corner of said remainder 123.38 acre tract, also being in the existing West ROW line of Ronald Reagan Boulevard, from which a 1/2-inch rebar with illegible cap found, bears North 70°56'40" East a distance of 0.48 feet;

5) **THENCE** with the East line of said 87.60 acre tract and the existing West ROW line of said Ronald Reagan Boulevard along a curve to the **Left** having a radius of **8,100.00** feet, an arc length of **1502.47** feet, a delta angle of **10°37'40"**, and a chord which bears **South 26°07'35" East** a distance of **1500.32** feet to a 1/2-inch rebar with cap stamped "RJ SURVEYING" found for the Southeast corner of said 87.60 acre tract and the common Northeast corner of said 5.73 acre tract;

County: Williamson
Parcel: 5 – CLI C7 RANCH OWNER, LLC
Highway: Ronald Reagan Boulevard

6) **THENCE** with the South line of said 87.60 acre tract and the common North line of said 5.73 acre tract, **South 69°19'16" West** a distance of **51.52** feet to the **POINT OF BEGINNING**, containing 1.379 acres (60,069 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

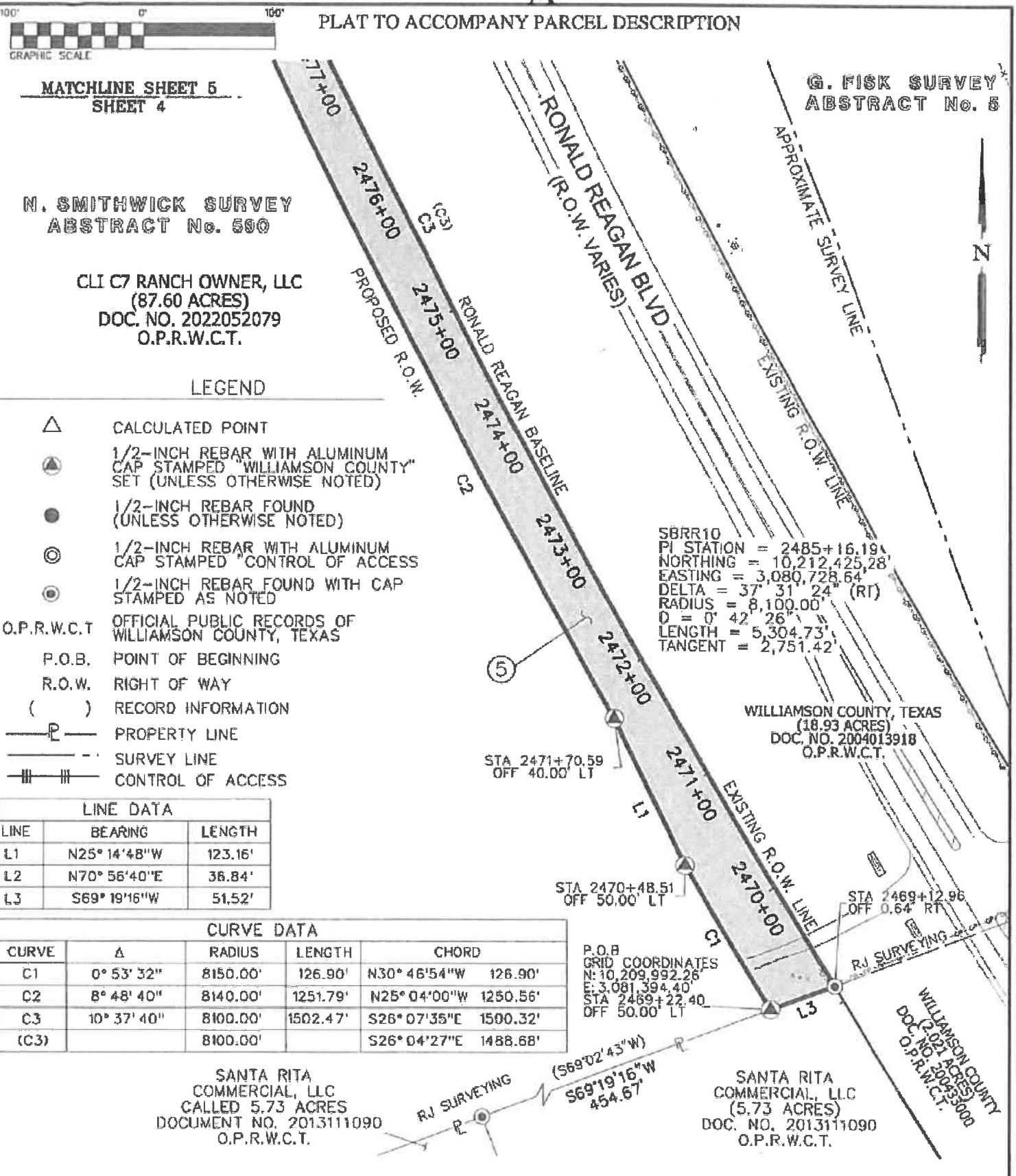
Frank W Funk 03/31/2023



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◎	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "CONTROL OF ACCESS
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
— - —	SURVEY LINE
—||—||—	CONTROL OF ACCESS

LINE DATA		
LINE	BEARING	LENGTH
L1	N25° 14'48"W	123.16'
L2	N70° 56'40"E	36.84'
L3	S69° 19'16"W	51.52'

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C1	0° 53' 32"	8150.00'	126.90'	N30° 46'54"W	126.90'
C2	8° 48' 40"	8140.00'	1251.79'	N25° 04'00"W	1250.56'
C3	10° 37' 40"	8100.00'	1502.47'	S26° 07'35"E	1500.32'
(C3)		8100.00'		S26° 04'27"E	1488.68'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
CLI C7 RANCH OWNER, LLC

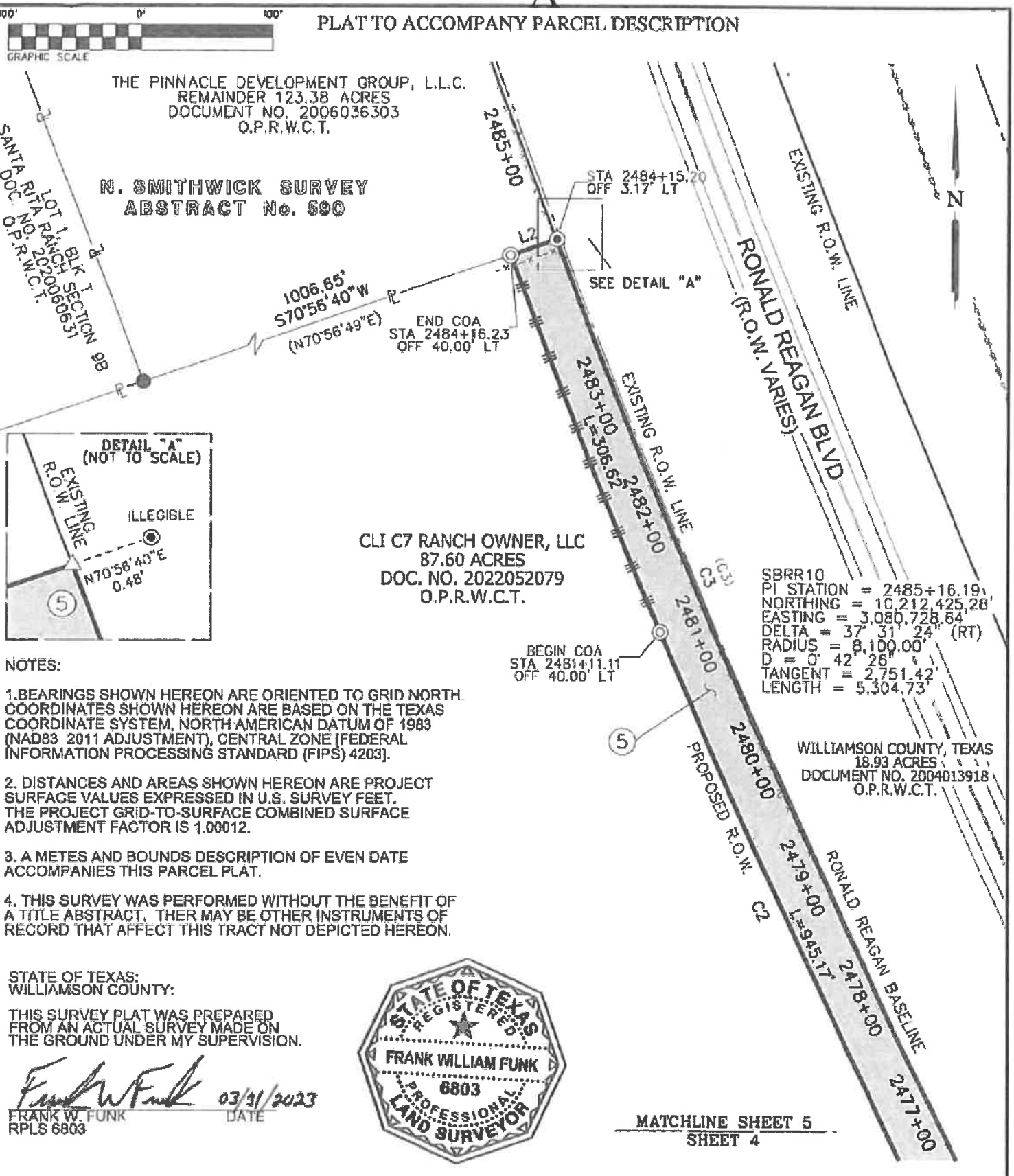
09/09/2022

PARCEL 5
1.379 ACRES
60,069 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 100'	RONALD REAGAN	WILLIAMSON	SHEET 4 OF 6

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 03/31/2023
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
CLI C7 RANCH OWNER, LLC

10/28/2022

PARCEL 5
1.379 ACRES
60,069 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

SHEET 5 OF 6

EXHIBIT "A"

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-159207
ISSUED: DECEMBER 13, 2022
EFFECTIVE DATE: MARCH 6, 2023

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2006036301, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.1,10.8, 10.10, 10.14 - 10.21 AND 10.23 - 10.24, ARE NOT A SURVEY MATTER.

10: 2. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 851, PAGE 705, DEED RECORDS; FURTHER AFFECTED BY THAT SUPPLEMENT RECORDED IN VOLUME 2212, PAGE 294, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

3. A WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 854, PAGE 801 DEED RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY THAT TRANSFER TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 46, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 49, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

6. A PASSAGE EASEMENT GRANTED TO CHARLIE D. DYE AND WIFE, JO ANN W. DYE AS DESCRIBED IN VOLUME 1111, PAGE 494, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

7. A COMMUNICATION LINE EASEMENT GRANTED TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST AS DESCRIBED IN VOLUME 1106, PAGE 591, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

9. A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2005005032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

11. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN WATER AND WASTEWATER AGREEMENT RECORDED IN DOCUMENT NO. 2006036300, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN TYPE)

12. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021175480, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS, UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

13. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT: RECORDED IN DOCUMENT NO. 2021175481, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS, UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

22. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON)

EXHIBIT "B"

Parcel 5

DONATION DEED
Ronald Reagan Boulevard Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CLI C7 RANCH OWNER, 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, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 1.379 acre (60,069 square foot) parcel of land out of the N. Smithwick Survey, Abstract No. 590, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 5**)

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.

CONTROL OF ACCESS: Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Control of Access Line set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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 public roadway facilities and 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, by, through, and under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2024.

[signature on following page]

GRANTOR:

CLI C7 RANCH OWNER, LLC

By: _____

Name: Brent D. Heath

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on February 22, 2024 by Brent D. Heath in the capacity and for the purposes and consideration recited therein.

EMILY GUILLORY NOTARY PUBLIC STATE OF TEXAS ID 133587750 EXP. 02-14-2026

_____

Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ 2024 by Bill Gravell, Jr., 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"

RR Widening—Parcel 5

WATER LINE EASEMENT

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

This Water Line Easement Agreement (this "Agreement") is made on the _____ day of _____, 2024, at Georgetown, Texas, between **CLI C7 RANCH OWNER, LLC**, whose address is 1601 S. Mopac Expressway, Suite D-175, Austin, Texas 78746 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Property; and (3) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof by, through or under Grantor, but not otherwise.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant. Grantor reserves the right, subject to the following conditions,

   (a) to construct the following improvements within the Property (collectively, "Grantor Improvements"): driveways, roads, curbing, landscaping (groundcover, shrubbery and ornamental trees), irrigation lines, pedestrian trails and sidewalks, paved surface parking spaces, and shallow drainage ditches, *provided that* any Grantor Improvements installed within the Easement Area require a License to Encroach issued by the Grantee; and

   (b) to install utilities, including water, wastewater, gas, telecommunication, and electrical lines ("Utility Improvements"), across the Property, which utilities will be located at a generally perpendicular angle to the Facilities, provided that any Utility Improvements installed within the Property require a License to Encroach issued by the Grantee.

   Any License to Encroach will be reviewed under the standards set forth in 3.21.040 of the City of Georgetown's Unified Development Code, as the same may be amended from time to time.

7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

[signature pages follow]

GRANTOR:

CLI C7 RANCH OWNER, LLC,

By: _____

Name: Brent D. Heath

Vice President

Title: _____

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 22nd day of February, 2024 by Brent D. Heath, the Vice President of CLI C7 Ranch Owner, LLC, in the capacity and for the purposes and consideration recited herein.

EMILY GUILLORY NOTARY PUBLIC STATE OF TEXAS ID 133587750 EXP. 02-14-2026

_____
Notary Public, State of Texas

GRANTEE:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the __ day of _____, 2024, by _____, the_____ of City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

County: Williamson
Parcel: 5E – CLI C7 RANCH OWNER, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.6896 OF ONE ACRE (30,040 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 87.60 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO CLI C7 RANCH OWNER, LLC IN DOCUMENT NO. 2022052079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.6896 OF ONE ACRE (30,040 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 50.00 feet Left of Ronald Reagan Baseline Station 2469+22.40 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,209,992.11, E=3,081,394.36), being in the South line of said 87.60 acre tract and the common North line of a called 5.73 acre tract of land described in Special Warranty Deed to Santa Rita Commercial, LLC in Document No. 2013111090 of said O.P.R.W.C.T.;

1) **THENCE** with the South line of said 87.60 acre tract and the common North line of said 5.73 acre tract, **South 69°19'16" West** a distance of **20.34** feet to a Calculated Point 70.00 feet Left of Ronald Reagan Baseline Station 2469+26.09, from which a 1/2-inch rebar with cap stamped "RJ SURVEYING" found for the Northwest corner of said 5.73 acre tract and the common Northeast corner of Lot 43, Block F, MIDDLE BROOK RANCH SECTION 1, a subdivision of record in Documents No. 2012025633 of said O.P.R.W.C.T., also being in the South line of said 87.60 acre tract, bears South 69°19'16" West a distance of 434.33 feet;

THENCE over and across said 87.60 acre tract, the following three (3) courses and distances:

2) Along a curve to the **Right** having a radius of **8,170.00** feet, an arc length of **124.37** feet, a delta angle of **00°52'20"**, and a chord which bears **North 30°45'56" West** a distance of **124.37** feet to a Calculated Point 70.00 feet Left of Ronald Reagan Baseline Station 2470+49.40;

3) **North 25°14'48" West** a distance of **123.31** feet to a Calculated Point 60.00 feet Left of Ronald Reagan Baseline Station 2471+71.32; and

County: Williamson
Parcel: 5E – CLI C7 RANCH OWNER, LLC
Highway: Ronald Reagan Boulevard

4) Along a curve to the **Right** having a radius of **8,160.00** feet, an arc length of **1254.69** feet, a delta angle of **08°48'35"**, and a chord which bears **North 25°03'43" West** a distance of **1253.45** feet to a Calculated Point, 60.00 feet Left of Ronald Reagan Baseline Station 2484+16.78 in the North line of said 87.60 acre tract and the common South line of a tract of land described in a Correction Warranty Deed to C7 (II) Ranch, LTD recorded in Document No. 2004013917 of the Official Public Records Of Williamson County, Texas (O.P.R.W.C.T.), also described as a portion of the remainder of a called 123.38 acre tract of land in a Memorandum Of Purchase Rights To The Pinnacle Development Group, L.L.C. in Document No. 2006036303 of said O.P.R.W.C.T., from which a 1/2-inch rebar found for a corner of said remainder of 123.38 acre tract and the common Southeast corner of Lot 1, Block T, SANTA RITA RANCH SECTION 9B, a subdivision of record in Document No. 202006063 1 of said O.P.R.W.C.T., also being in the North line of said 87.60 acre tract, bears South 70°56'40" West a distance of 986.64 feet;

5) **THENCE** with the North line of said 87.60 acre tract and the common South line of said remainder 123.38 acre tract, **North 70°56'40" East** a distance of **20.01** feet to a 1/2-inch rebar with aluminum cap stamped "CONTROL OF ACCESS" (COA), 40.00 feet Left of Ronald Reagan Baseline Station 2484+16.23

THENCE over and across said 87.60 acre tract with the proposed ROW line of Ronald Reagan Boulevard, the following three (3) courses and distances:

6) Along a curve to the **Left** having a radius of **8,140.00** feet, an arc length of **1251.79** feet, a delta angle of **08°48'40"**, and a chord which bears **South 25°04'00" East** a distance of **1250.56** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 40.00 feet Left of Ronald Reagan Baseline Station 2471+70.59;

7) **THENCE South 25°14'48" East** a distance of **123.16** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 50.00 feet Left of Ronald Reagan Baseline Station 2470+48.51; and

County: Williamson
Parcel: 5E – CLJ C7 RANCH OWNER, LLC
Highway: Ronald Reagan Boulevard

8) **THENCE** along a curve to the **Left** having a radius of **8,150.00** feet, an arc length of **126.90** feet, a delta angle of **00°53'32"**, and a chord which bears **South 30°46'54" East** a distance of **126.90** feet to the **POINT OF BEGINNING**, containing 0.6896 of one acre (30,040 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

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

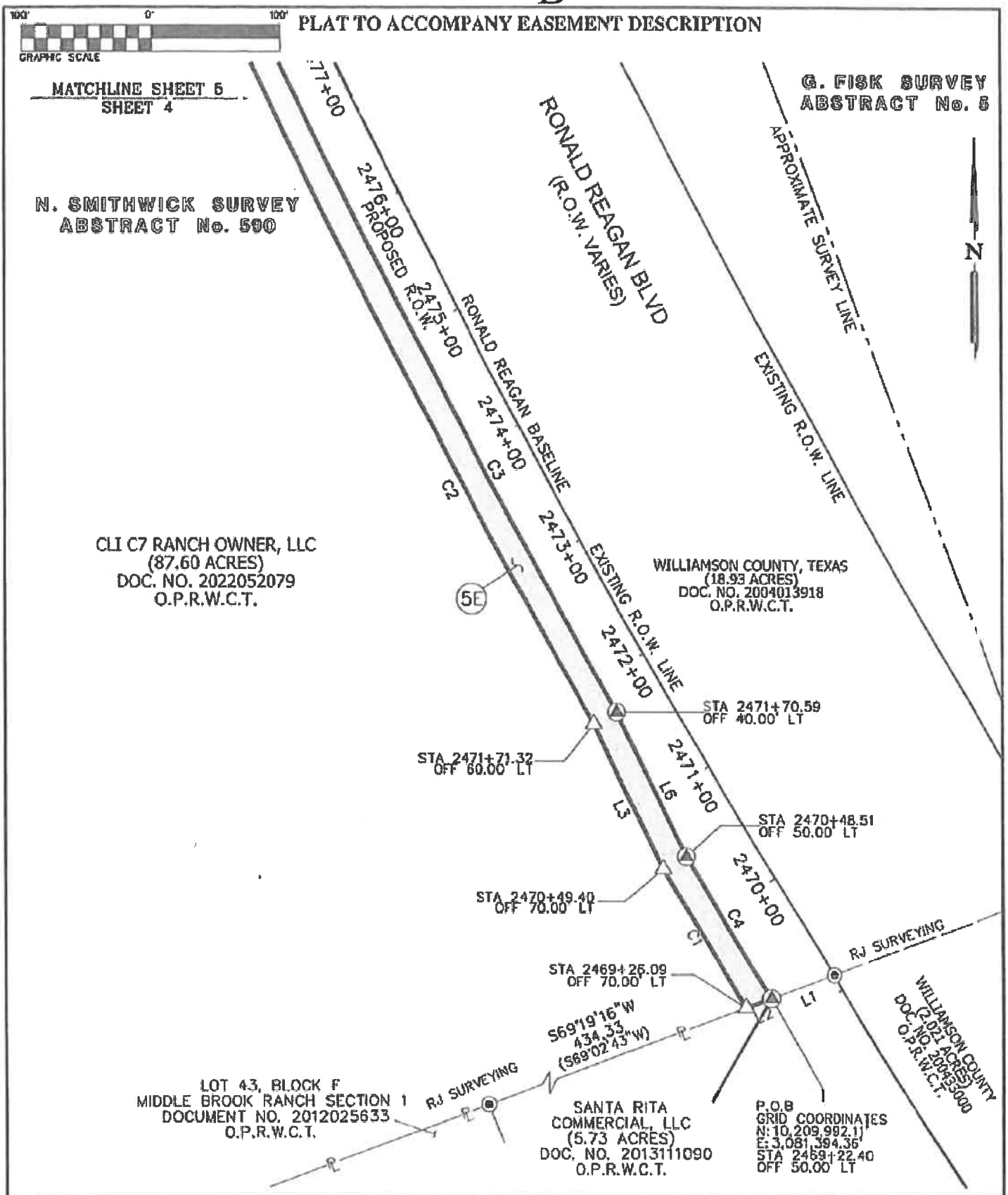
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 02/06/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



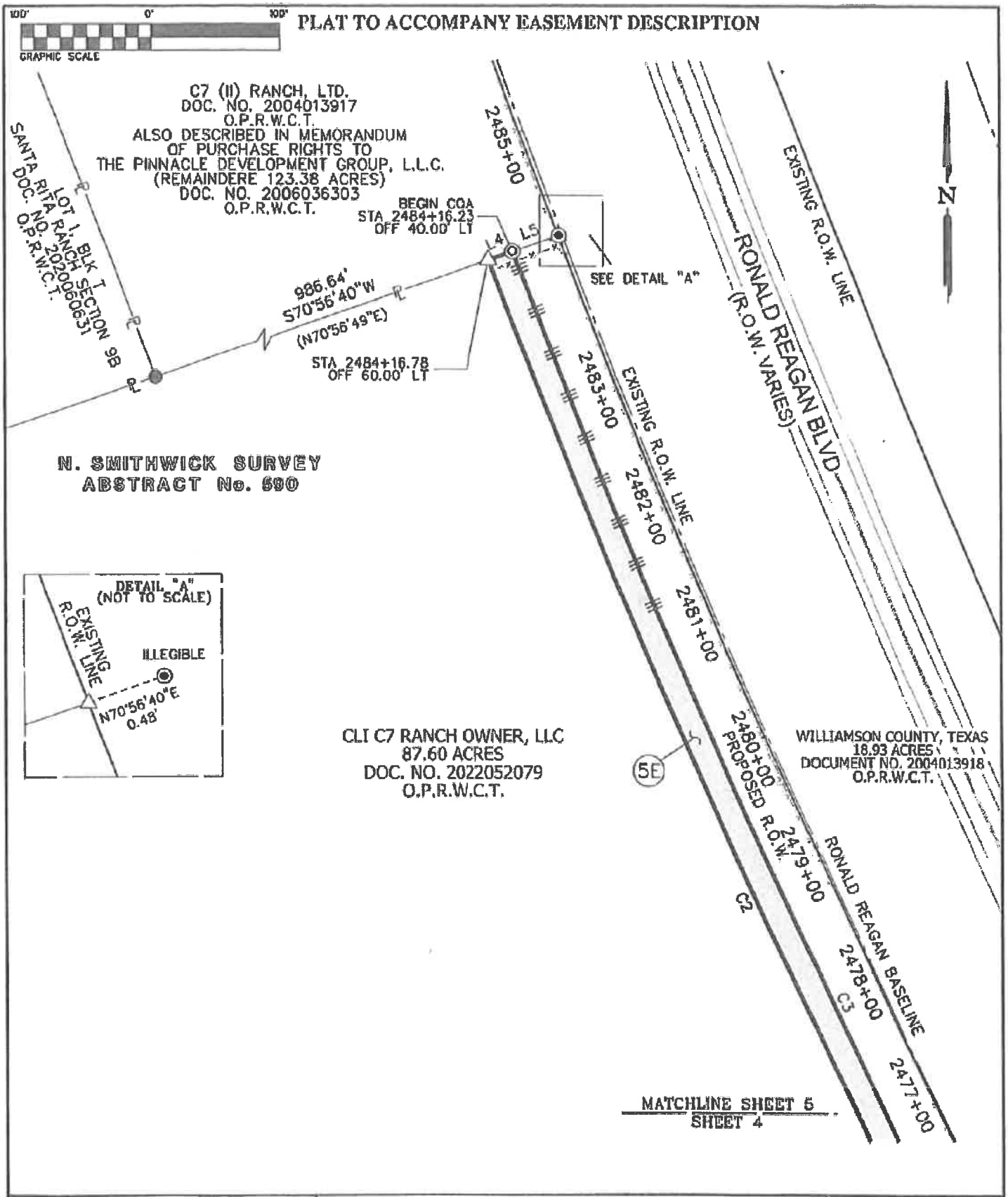
EXHIBIT " B



LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001600 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF CLI C7 RANCH OWNER, LLC		02/06/2024 PARCEL 5E 0.6896 ACRES 30,040 Sq. Ft. SHEET 4 OF 6
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON

EXHIBIT " B "

PLAT TO ACCOMPANY EASEMENT DESCRIPTION



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF CLI C7 RANCH OWNER, LLC		02/06/2024 PARCEL 5E 0.6896 ACRES 30,040 Sq. Ft.
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON
			SHEET 5 OF 6

EXHIBIT " B "

PLAT TO ACCOMPANY EASEMENT DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S69° 19'16"W	51.52'
L2	S69° 19'16"W	20.34'
L3	N25° 14'48"W	123.31'
L4	N70° 56'40"E	20.01'
L5	N70° 56'40"E	36.84'
L6	S25° 14'48"E	123.16'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	00° 52'20"	8170.00'	124.37'	N30° 45'56"W 124.37'
C2	08° 48' 35"	8160.00'	1254.69'	N25° 03'43"W 1253.45'
C3	08° 48'40"	8140.00'	1251.79'	S25° 04'00"E 1250.56'
C4	00° 53'32"	8150.00'	126.90'	S30° 46'54"E 126.90'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

FRANK W. FUNK 02/06/2024
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◎	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "CONTROL OF ACCESS
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—P—	PROPERTY LINE
— - —	SURVEY LINE
—||—||—	CONTROL OF ACCESS

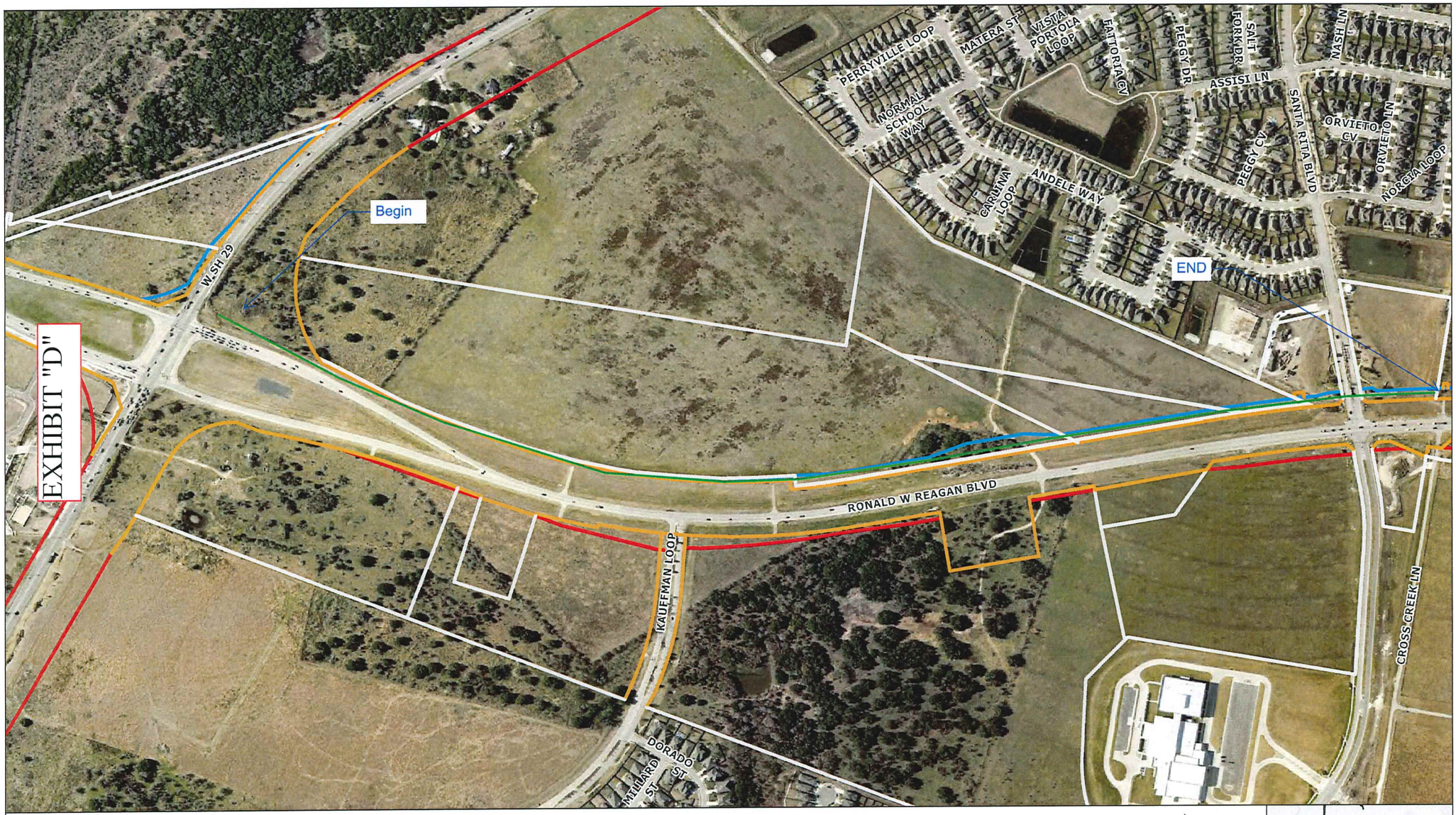
LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
CLI C7 RANCH OWNER, LLC

02/06/2024

PARCEL 5E
0.6896 ACRES
30,040 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON



WILLIAMSON COUNTY

HNTB

Ronald Reagan ROW Map

Page

Date Exported: 7/25/2022

Data Date: 3/29/2021

- Existing ROW
- Proposed COA ROW
- Roadway Easement
- RD_RWAY
- RD_RWAY_FUTURE ULTIMATE
- Parcel Lines

0 200 400

Feet

Scale: 1:5,000

Commissioners Court - Regular Session **51.**

Meeting Date: 03/05/2024

Ronald Reagan Agreement for Exchange and Gift of Real Property

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Exchange and Gift of Real Property with C7(II) Ranch Ltd. Williamson County will exchange 1.911 AC of excess right of way for 0.3066 AC and 0.7185 AC as right of way and 0.0546 AC for a drainage easement and C7 (II) Ranch Ltd. will grant a new waterline easement to the City of Georgetown across 0.1916 AC and 0.2721 AC all required for the construction of the Ronald Reagan Widening project. (Parcel 6) Funding Source Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 01:00 PM
Form Started By: Charlie Crossfield		Started On: 02/28/2024 11:46 AM
Final Approval Date: 02/29/2024		

AGREEMENT FOR EXCHANGE AND GIFT OF REAL PROPERTY

Ronald Reagan Right of Way

THIS AGREEMENT FOR EXCHANGE AND GIFT OF REAL PROPERTY ("Agreement") is entered into as of the date set forth below by and between **C7 (II) RANCH, LTD.**, hereinafter referred to as "Donor," and the **WILLIAMSON COUNTY, TEXAS,** hereinafter referred to as "County".

IN CONSIDERATION of the mutual covenants set forth herein, Donor and County hereby agree as follows:

Section 1.1 Right of Way Exchange

The County and Donor agree to deliver executed counterparts of a duly acknowledged and executed Exchange Deed (the "Deed"), conveying and granting indefeasible title in and to the real property described therein, free and clear of any monetary liens and encumbrances after title inspection by County at its sole expense, in the form as shown in Exhibit "A" attached hereto. The Deed shall be fully executed, notarized, and delivered to County by Donor within fifteen (15) days following final approval and execution of this Agreement by County. The County agrees that it shall record the Deed in the Williamson County Official Records at its sole expense.

Donor further agrees to deliver to County a duly acknowledged and executed Drainage Easement, conveying and granting such interest in and to the real property described herein, free and clear of any monetary liens and encumbrances after title inspection by County at its sole expense, in the form as shown in Exhibit "A-1" attached hereto. The Drainage easement shall be fully executed notarized and delivered to County by Donor within fifteen (15) days following final approval and execution of this Agreement by County.

Section 1.2. Grant of Waterline Easements

As additional consideration for the Agreement, Donor shall convey and grant a waterline easement interest (the "Donor Easement") to the City of Georgetown in the form as shown in Exhibit "B" attached hereto and incorporated herein. The Easement shall be fully executed, notarized, and delivered to County by Donor within fifteen (15) days following final approval and execution of this Agreement by County. The County agrees that it shall record the Donor Easement in the Williamson County Official Records at its sole expense.

The parties agree that prior to recording of the Deed as indicated above, the County shall convey, grant and record a waterline easement interest (the "County Easement") to the City of Georgetown in the form as shown in Exhibit "C" attached hereto and incorporated herein.

Section 1.3. Proposed Median Crossing Construction

County agrees that as part of the design plans for the proposed Ronald Reagan Widening project ("Project") it shall include design specifications for additional left turn lane, median crossing and replacement driveway to the property of Donor, as shown in Exhibit "D" attached hereto and incorporated herein (the "Crossing").

The parties agree that the Crossing shall only be installed as part of the Project upon the prerequisite condition that Donor tender to County the amount of $127,145.00 in good funds within thirty (30) days following the County's issuance of written Notice to Proceed to its Project construction contractor, along with a written request for the County to complete the construction of the proposed Crossing as set out herein in satisfaction of this Section.

Section 1.4. Temporary Construction Easement

By execution of this Agreement, Donor authorizes County, its contractors and agents to temporarily enter the remaining property of Donor in the location identified on Exhibit "E" attached hereto and incorporated herein, for the sole purpose of completing the replacement and reconstruction of Donor's existing driveway connection as identified in the Crossing plans. The temporary easement shall expire and be of no further effect, and all improvements thereon shall revert to ownership of Donor, upon completion of the Project.

Section 1.5. Fence acquisition/replacement reimbursement

As compensation for the acquisition of any fencing within the property conveyed to County in the Deed, and for the relocation or construction of fencing on the new property right of way property line after completion of the Deed, County shall pay Donor the amount of _$17,597.00 within thirty (30) days following the full execution of this Agreement.

Section 2. Representations and Warranties. The County hereby represents and warrants that:

a. County and donor accept the Property in the Deed **AS IS, IN ITS PRESENT CONDITION**.

Section 3. Donor's Duties, Representations and Warranties.

a. Donor is responsible for all property taxes associated with the property described in the Deed which is being conveyed to the County up to and including the date of execution of the Deed for such property.

b. Upon County's request Donor shall provide reasonable assistance, at no cost to Donor, to cause the County's Title Company to issue a policy of title insurance, with standard printed exceptions, to each Grantee for any of the property interests conveyed to the County of City of Georgetown as described herein. County shall be responsible for all typical closing fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Donor shall assist County and its Title Company with any curative measures or mortgage lien release required as a condition of the completion of the obligations of this paragraph.

c. Donor may realize any proper tax benefit or future Road District reimbursement to which it is entitled through this gift of real property, and County shall provide any reasonable assistance requested by Donor to complete any required documentation for same.

d. Donor understands and acknowledges that Donor has been informed of the entitlement to receive fair market value payment for the property conveyed in the Deed, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving those rights.

Section 4. Assigns; Beneficiaries. Neither the County nor Donor shall have the right to assign this Agreement to any party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of Donor and County.

Section 5. Entire Agreement. This Agreement is the entire agreement between Donor and County concerning the gift of interest in the property described herein, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing, and signed by the party to be bound.

Section 6. Choice of Law; Venue; Dispute Resolution. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any action brought under or with regard to this Agreement or the breach of this Agreement is in *Williamson County*, Texas, except to the extent otherwise mandated by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Agreement or the breach of same.

EXECUTED BY the County and by Donor as follows:

[signature page follows]

DONOR:

C7 (II) RANCH, LTD.

By: Philip Coffin

Name: Philip Coffin

Its: Manager

Date: 02/26/2024

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

EXHIBIT "A" TO LETTER AGREEMENT

Parcel 6

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT 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.

EXCHANGE DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, WILLIAMSON COUNTY, TEXAS, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (herein referred to as "*County*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (collectively "*Tract 1*"); and

WHEREAS, C7(II) Ranch, Ltd. whose address is 21155 Ronald W. Reagan Blvd, Georgetown, Texas 78628 (herein referred to as "*C7(II) RANCH*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibits "B-1 & B-2"**, attached hereto and incorporated herein by reference (collectively "*Tract 2*"); and

WHEREAS, for mutually beneficial purposes, County and C7(II) RANCH desire to exchange property, so that C7(II) RANCH will hereafter own Tract 1 and County will hereafter own Tract 2;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1 and Tract 2:

(a) County has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 1 unto C7(II) RANCH, TO HAVE AND TO HOLD Tract 1, together with all improvements, rights, and appurtenances thereto unto C7(II) RANCH and its successors and assigns, forever; and County does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto C7(II) RANCH, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under County, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 1, and the liens securing payment of ad valorem taxes for the current and all subsequent years; and

(b) C7(II) RANCH has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 2 unto County, TO HAVE AND TO HOLD Tract 2, together with all improvements, rights, and

appurtenances thereto unto County and its successors and assigns, forever; and C7(II) RANCH does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 2 unto County, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under C7(II) RANCH, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 2, and the liens securing payment of ad valorem taxes for the current and all subsequent years.

CONTROL OF ACCESS: Access on and off C7(II) RANCH'S remaining property and the Tract 1 property to and from the proposed roadway facility of County from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Control of Access Line set out in Exhibits "B-1 & B-2". C7(II) RANCH acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by County, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

The Tract 2 property to County is being delivered in lieu of condemnation.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to Tract 1 and Tract 2 not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of _____, 2024.

(*signatures on following pages*)

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

County:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2024, by County Judge Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

_____
Notary Public Signature

(seal)

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

C7(II) RANCH:

C7(II) RANCH, LTD
By C7 Ranch, LLC General Partner
By: Philip Coffin

Name: Philip Coffin

Its: Manager

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on the 26th day of February 2024, by Philip Coffin in the capacity and for the purposes and consideration recited herein.

(seal) Notary Public Signature

LISA DWORACZYK
Notary ID #125860399
My Commission Expires
October 4, 2026

County: Williamson
Parcel: 7R – Williamson County, Texas
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.911 ACRES (82,238 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.93 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NO. 2004013918 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 1.911 ACRES (82,236 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 60.25 feet Left of Ronald Reagan Baseline Station 2493+76.72 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,212,261.53, E=3,080,441.27), being in the Easterly line in the remainder of a called 123.38 acre tract of land described in a Memorandum of Purchase Rights to The Pinnacle Development Group, L.L.C., in Document No. 2006036303 of said O.P.R.W.C.T. and the common existing West ROW line of Ronald Reagan Boulevard,;

1) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard and over and across said 18.93 acre tract, **South 16°41'49" East** a distance of **564.80** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 51.91 feet Left of Ronald Reagan Baseline Station 2488+15.75 set in the existing West ROW line of said Ronald Reagan Boulevard and the common East line of the remainder of said 123.38 acre tract;

THENCE existing West ROW line of said Ronald Reagan Boulevard and the common East line of the remainder of said 123.38 acre tract the following three (3) courses and distances:

2) **North 59°17'20" West** a distance of **264.87** feet to a 1/2-inch rebar with illegible cap found 229.62 feet Left of Ronald Reagan Baseline Station 2490+08.81;

3) Along a curve to the **Right** having a radius of **8325.00** feet, an arc length of **376.90** feet, a delta angle of **02°35'38"**, and a chord which bears **North 15°18'35" West** a distance of **376.87** feet to a 1/2-inch rebar with illegible cap found 230.52 feet Left of Ronald Reagan Baseline Station 2493+75.30;

County: Williamson
Parcel: 7R – Williamson County, Texas
Highway: Ronald Reagan Boulevard

4) **North 75°38'36" East** a distance of **170.27** feet to the **POINT OF BEGINNING**, containing 1.911 acres (82,238 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

Frank W Funk 03/31/2023



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

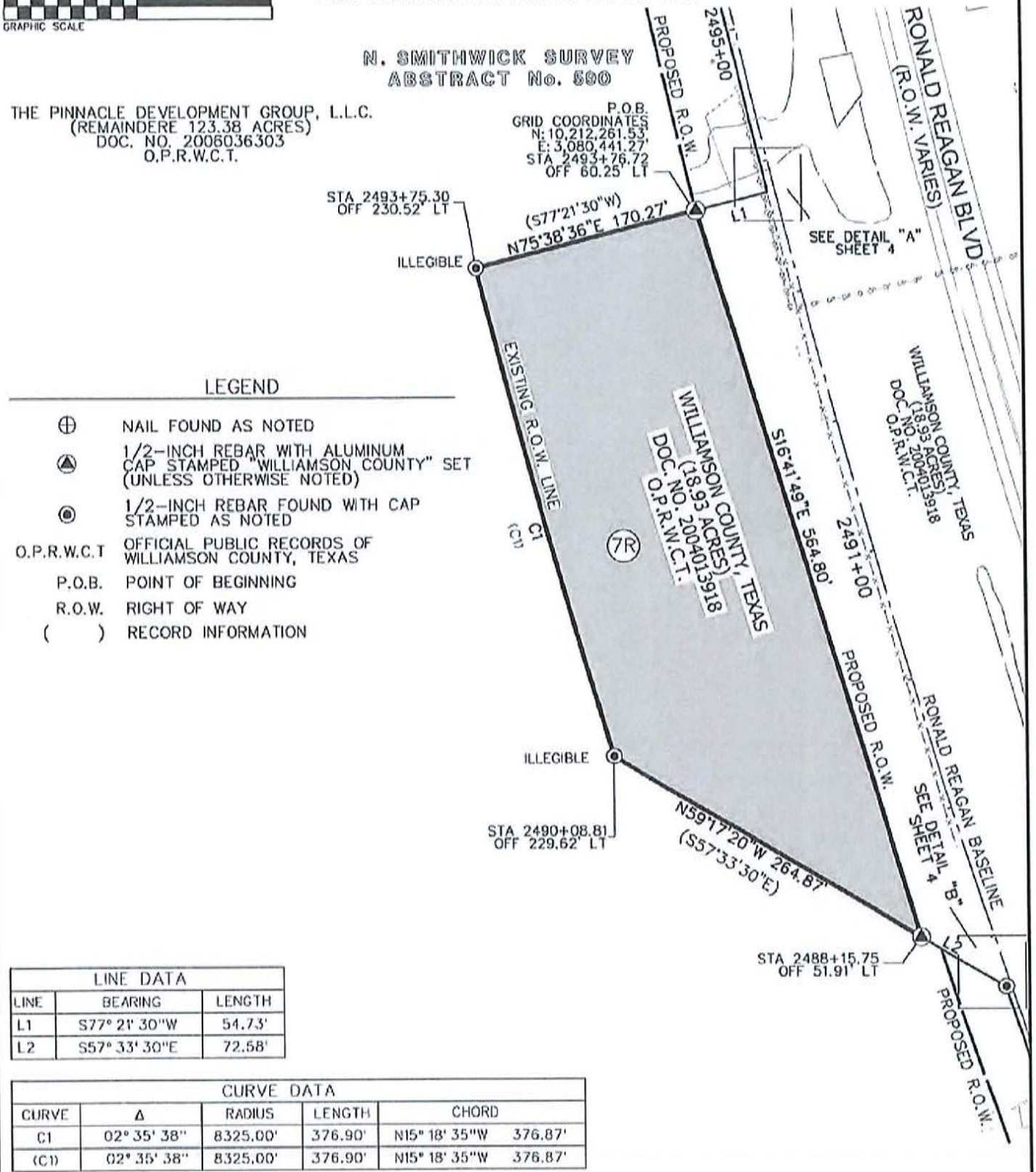
EXHIBIT "A"

100' 0' 100'
GRAPHIC SCALE

PLAT TO ACCOMPANY PARCEL DESCRIPTION

N. SMITHWICK SURVEY
ABSTRACT No. 590

THE PINNACLE DEVELOPMENT GROUP, L.L.C.
(REMAINDERE 123.38 ACRES)
DOC. NO. 2006036303
O.P.R.W.C.T.



LEGEND

⊕	NAIL FOUND AS NOTED
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION

LINE DATA		
LINE	BEARING	LENGTH
L1	S77° 21' 30"W	54.73'
L2	S57° 33' 30"E	72.58'

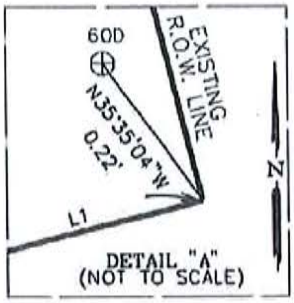
CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C1	02° 35' 38"	8325.00'	376.90'	N15° 18' 35"W	376.87'
(C1)	02° 35' 38"	8325.00'	376.90'	N15° 18' 35"W	376.87'

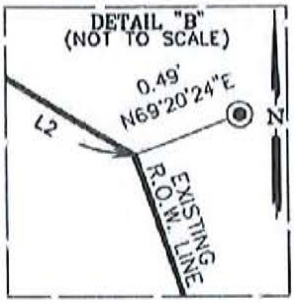
LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS

03/20/2023
PARCEL 7R
1.911 ACRES
82,238 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON





NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 03/31/2023

FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS

03/20/2023
PARCEL 7R
1.911 ACRES
82,238 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 100'	RONALD REAGAN	WILLIAMSON	SHEET 4 OF 5

EXHIBIT "A"

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168294
ISSUED: DECEMBER 13, 2022
EFFECTIVE DATE: DECEMBER 5, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2006036301, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.1,10.12 THROUGH 10.19 AND 10.21, ARE NOT A SURVEY MATTER.

10: 2. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 851, PAGE 705, DEED RECORDS; FURTHER AFFECTED BY THAT SUPPLEMENT RECORDED IN VOLUME 2212, PAGE 294, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

3. A WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 854, PAGE 801 DEED RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY THAT TRANSFER TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 46, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 49, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

6. A PASSAGE EASEMENT GRANTED TO CHARLIE D. DYE AND WIFE, JO ANN W. DYE AS DESCRIBED IN VOLUME 1111, PAGE 494, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)

7. A COMMUNICATION LINE EASEMENT GRANTED TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST AS DESCRIBED IN VOLUME 1106, PAGE 591, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)

8. A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2005005032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)

9. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN WATER AND WASTEWATER AGREEMENT RECORDED IN DOCUMENT NO. 2006036300, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(BLANKET IN TYPE)

10. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021175480, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

11. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT: RECORDED IN DOCUMENT NO. 2021175481, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

20. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON)

22. 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)(NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS

03/20/2023
PARCEL 7R
1.911 ACRES
82,238 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 100'	RONALD REAGAN	WILLIAMSON	SHEET 5 OF 5

County: Williamson
Parcel: 6 Part 1 – THE PINNACLE DEVELOPMENT GROUP, L.L.C.
Highway: Ronald Reagan Boulevard

EXHIBIT B-1
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3066 OF ONE ACRE (13,354 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 123.38 ACRE TRACT OF LAND DESCRIBED IN A MEMORANDUM OF PURCHASE RIGHTS TO THE PINNACLE DEVELOPMENT GROUP, L.L.C. IN DOCUMENT NO. 2006036303 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.3066 OF ONE ACRE (13,354 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 40.00 feet Left of Ronald Reagan Baseline Station 2488+02.33 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,211,711.42, E=3,080,619.00), being in the Easterly line in the remainder of said 123.38 acre tract and the common existing West ROW line of Ronald Reagan Boulevard, from which a 1/2-inch rebar with illegible cap found for a corner of the remainder of said 123.38 acre tract and the existing West ROW line said Ronald Reagan Boulevard, bears North 59°17'20" West a distance of 282.87 feet;

1) **THENCE** with the North line of the remainder of said 123.38 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, **South 59°17'20" East** a distance of **54.58** feet to a Calculated Point for a corner of the remainder said 123.38 acre tract and being in the existing West ROW line of Ronald Reagan Boulevard, from which a 1/2-inch rebar with illegible cap found, bears North 69°20'42" East a distance of 0.49 feet;

2) **THENCE** with the East line of the remainder of said 123.38 acre tract and the common existing West ROW of said Ronald Reagan Boulevard, along a curve to the **Left** having a radius of **8,100.00** feet, an arc length of **346.34** feet, a delta angle of **02°26'59"**, and a chord which bears **South 19°35'15" East** a distance of **346.31** feet to a Calculated Point for the Southeast corner of the remainder said 123.38 acre tract and the common Northeast corner of a called 87.60 acre tract described in a Special Warranty Deed to CLI C7 Ranch Owner, LLC, in Document No. 2022052079 of said O.P.R.W.C.T., from which a 1/2-inch rebar with illegible cap found, bears North 70°56'40" East a distance of 0.48 feet;

3) **THENCE** with the South line of the remainder of said 123.38 acre tract and the common North line of said 87.60 acre tract, **South 70°56'40" West** a distance of **36.84** feet to a 1/2-inch rebar with aluminum cap stamped "CONTROL OF ACCESS" set 40.00 feet Left of Ronald Reagan Baseline Station 2484+16.23 in the proposed West ROW line of Ronald Reagan Boulevard for the Beginning of Control of Access (COA), from which a 1/2-inch rebar found for a corner of the remainder of said 123.38 acre tract and the common Southeast corner of Lot 1, Block T, SANTA RITA RANCH SECTION 9B, a subdivision of record in Document No. 2020060631 of said O.P.R.W.C.T., also being in the North line of said 87.60 acre tract, bears South 70°56'40" West a distance of 1006.65 feet;

County: Williamson
Parcel: 6 Part 1 – THE PINNACLE DEVELOPMENT GROUP, L.L.C.
Highway: Ronald Reagan Boulevard

4) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard and over and across the remainder of said 123.38 acre tract, along a curve to the **Right** having a radius of **8,140.00** feet, passing at an arc length of 110.05 feet, a 1/2-inch rebar with aluminum cap stamped "CONTROL OF ACCESS" set 40.00 feet Left of Ronald Reagan Baseline Station 2485+25.74 for the End of COA, in all a total an arc length of **388.01** feet, a delta angle of **02°43'50"**, and a chord which bears **North 19°17'44" West** a distance of **387.97** feet to the **POINT OF BEGINNING**, containing 0.3066 (13,354 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

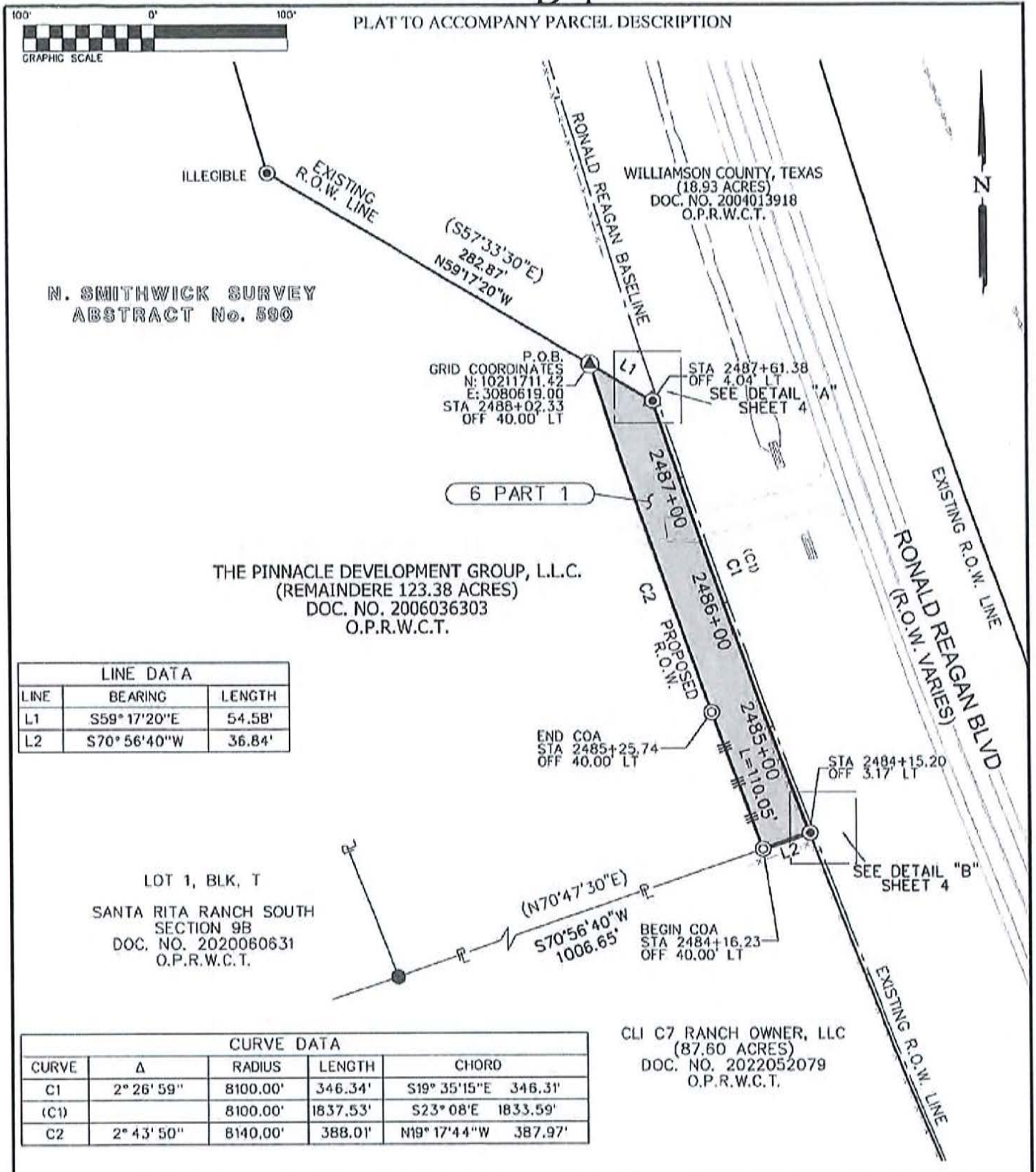
Frank W Funk 03/31/2023

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



EXHIBIT "B-1"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LINE DATA		
LINE	BEARING	LENGTH
L1	S59° 17'20"E	54.58'
L2	S70° 56'40"W	36.84'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	2° 26' 59"	8100.00'	346.34'	S19° 35'15"E 346.31'
(C1)		8100.00'	1837.53'	S23° 08'E 1833.59'
C2	2° 43' 50"	8140.00'	388.01'	N19° 17'44"W 387.97'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

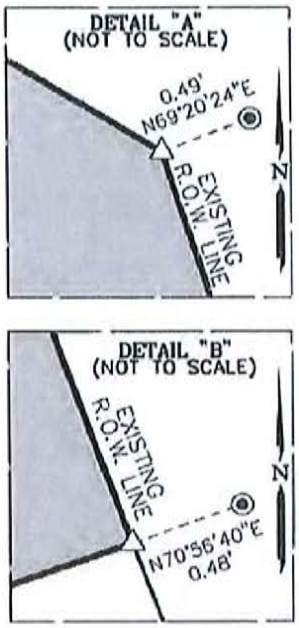
PARCEL PLAT SHOWING PROPERTY OF
THE PINNACLE DEVELOPMENT GROUP, L.L.C.

10/28/2022
PARCEL 6
PART 1
1.379 ACRES
60,069 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT B-1

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LEGEND

△	CALCULATED POINT
◬	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◎	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "CONTROL OF ACCESS"
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
———	SURVEY LINE
—||—||—	CONTROL OF ACCESS

NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

03/31/2023
FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
THE PINNACLE DEVELOPMENT GROUP, L.L.C.

10/28/2022
PARCEL 6
PART 1
0.3066 ACRES
13,354 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

SHEET 4 OF 5

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168294
ISSUED: DECEMBER 13, 2022
EFFECTIVE DATE: DECEMBER 5, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2006036301, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.1,10.12 THROUGH 10.19 AND 10.21, ARE NOT A SURVEY MATTER.

10: 2. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 851, PAGE 705, DEED RECORDS; FURTHER AFFECTED BY THAT SUPPLEMENT RECORDED IN VOLUME 2212, PAGE 294, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

3. A WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 854, PAGE 801 DEED RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY THAT TRANSFER TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
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5. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 49, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
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7. A COMMUNICATION LINE EASEMENT GRANTED TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST AS DESCRIBED IN VOLUME 1106, PAGE 591, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
8. A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2005005032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
9. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN WATER AND WASTEWATER AGREEMENT RECORDED IN DOCUMENT NO. 2006036300, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(BLANKET IN TYPE)
10. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021175480, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
11. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT: RECORDED IN DOCUMENT NO. 2021175481, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
20. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON)
22. 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)(NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

THE PINNACLE DEVELOPMENT GROUP, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

10/28/2022
PARCEL 6
PART 1
1.379 ACRES
60,069 Sq. Ft.
SHEET 5 OF 5

County: Williamson
Parcel: 6 Part 2 – THE PINNACLE DEVELOPMENT GROUP, L.L.C.
Highway: Ronald Reagan Boulevard

EXHIBIT B-2
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.7185 OF ONE ACRE (31,298 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 123.38 ACRE TRACT OF LAND DESCRIBED IN A MEMORANDUM OF PURCHASE RIGHTS TO THE PINNACLE DEVELOPMENT GROUP, L.L.C. IN DOCUMENT NO. 2006036303 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.7185 OF ONE ACRE (31,298 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 60.25 feet Left of Ronald Reagan Baseline Station 2493+76.72 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,212,261.53, E=3,080,441.27), being in the Easterly line in the remainder of said 123.38 acre tract and the common existing West ROW line of Ronald Reagan Boulevard, from which a 1/2-inch rebar with illegible cap found for a corner of the remainder of said 123.38 acre tract and the existing West ROW line said Ronald Reagan Boulevard, bears South 75°38'36" West a distance of 170.27 feet;

1) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard and over and across the remainder of said 123.38 acre tract, along a curve to the **Right** having a radius of **8,160.00** feet, an arc length of **593.86** feet, a delta angle of **04°10'11"**, and a chord which bears **North 11°29'03" West** a distance of **593.73** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 57.17 feet Left of Ronald Reagan Baseline Station 2499+66.29 in the North line of the remainder of said 123.38 acre tract and the common South line of Lot 1, SANTA RITA PARK, a subdivision of record in Document No.2008080497 of said O.P.R.W.C.T., from which a 1/2-inch rebar found for a corner of the remainder of said 123.38 acre tract and a common corner of Lot 49, Block T, SANTA RITA RANCH SOUTH, SECTION 9A, a subdivision of record recorded in Document No. 2020004350 of said O.P.R.W.C.T., also being in the South line of said Lot 1, bears South 69°02'24" West a distance of 819.03 feet;

2) **THENCE** with the North line of the remainder of said 123.38 acre tract and the common South line of said Lot 1, **North 69°02'24" East** at a distance of 50.99 feet passing a 1/2-inch rebar with illegible cap found and continuing for a total distance of **51.19** feet to a Calculated Point for the Northeast corner of the remainder of said 123.38 acre tract and the common Southeast corner of said Lot 1;

County: Williamson
Parcel: 6 Part 2 – THE PINNACLE DEVELOPMENT GROUP, L.L.C.
Highway: Ronald Reagan Boulevard

3) **THENCE** with the East line of the remainder 123.38 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, along a curve to the **Left** having a radius of **8,100.00** feet, an arc length of **599.56** feet, a delta angle of **04°14'28"**, and a chord which bears **South 11°52'58" East** a distance of **599.42** feet to a Calculated Point for a corner of the remainder of said 123.38 acre tract, from which a 60D nail found, bears North 35°35'04" West a distance of 0.22 feet;

4) **THENCE** with the East line of the remainder of said 123.38 acre tract the common existing West ROW line of said Ronald Reagan Boulevard, **South 75°38'36" West** a distance of **54.73** feet to the **POINT OF BEGINNING**, containing 0.7185 (31,298 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

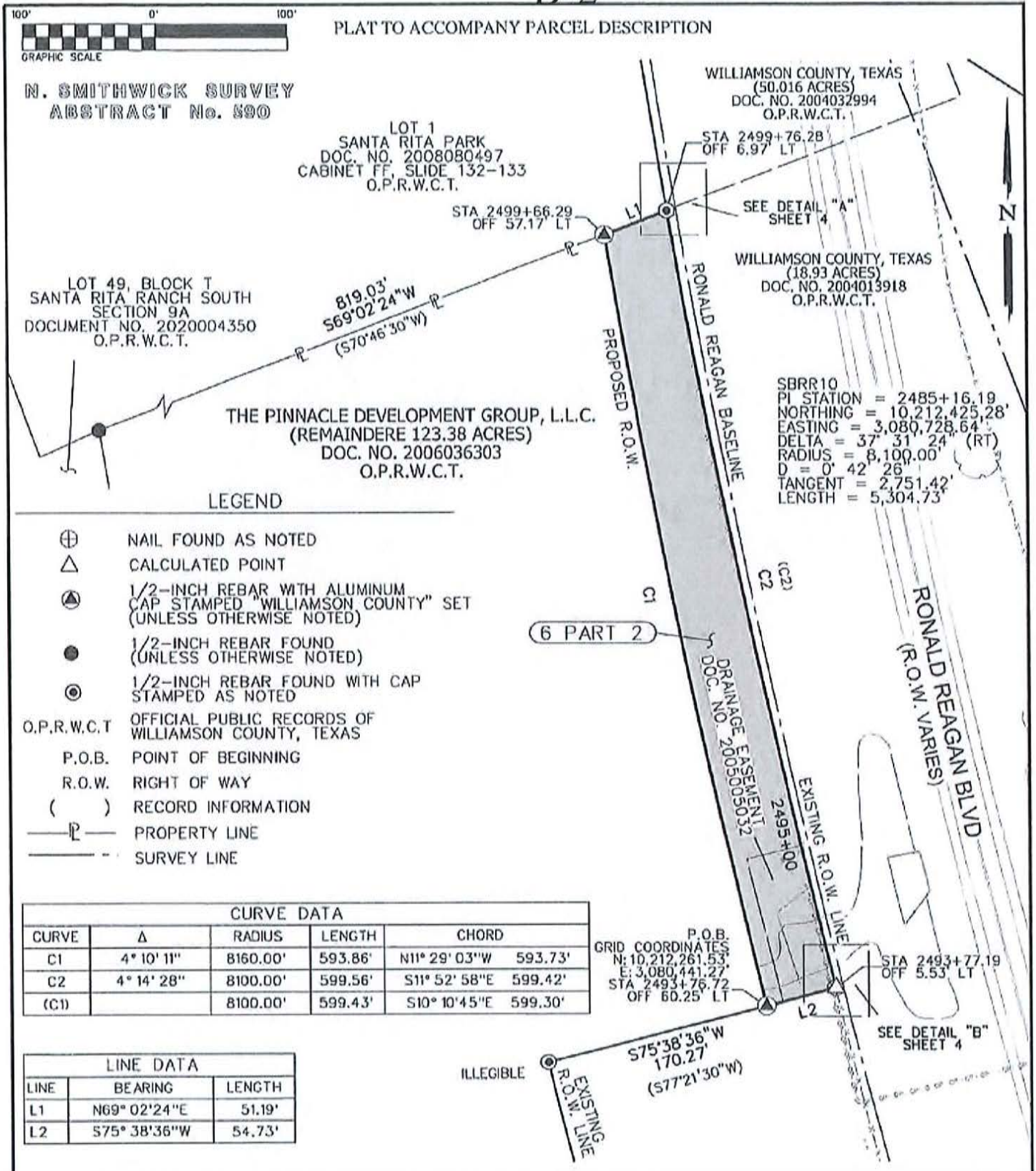
Frank W Funk 03/31/2023



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "B-2"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LEGEND

⊕	NAIL FOUND AS NOTED
△	CALCULATED POINT
◬	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
— - —	SURVEY LINE

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C1	4° 10' 11"	8160.00'	593.86'	N11° 29' 03"W	593.73'
C2	4° 14' 28"	8100.00'	599.56'	S11° 52' 58"E	599.42'
(C1)		8100.00'	599.43'	S10° 10'45"E	599.30'

LINE DATA		
LINE	BEARING	LENGTH
L1	N69° 02'24"E	51.19'
L2	S75° 38'36"W	54.73'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

THE PINNACLE DEVELOPMENT GROUP, L.L.C.

10/28/2022

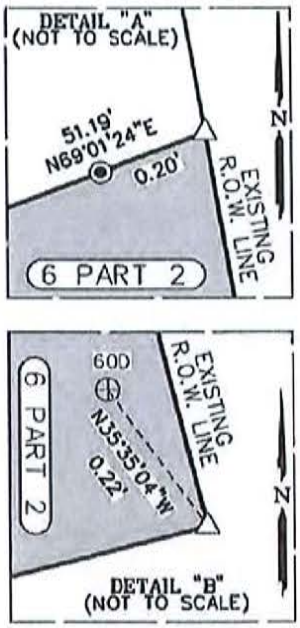
PARCEL 6 PART 2

0.7185 ACRES
31,298 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT "B-2

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NOTES:

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WILLIAMSON COUNTY:

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Frank W Funk 03/31/2023

FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
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PARCEL PLAT SHOWING PROPERTY OF
THE PINNACLE DEVELOPMENT GROUP, L.L.C.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

10/28/2022
PARCEL 6
PART 2
0.7185 ACRES
31,298 Sq. Ft.

EXHIBIT B-2

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168294
ISSUED: DECEMBER 13, 2022
EFFECTIVE DATE: DECEMBER 5, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

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LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

THE PINNACLE DEVELOPMENT GROUP, LLC

10/28/2022

PARCEL 6
PART 2

0.7185 ACRES
31,298 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 100'	RONALD REAGAN	WILLIAMSON	SHEET 5 OF 5

EXHIBIT "A-1" TO LETTER AGREEMENT

DRAINAGE EASEMENT
Ronald Reagan Widening (Segment B)

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

That **C7 (II) RANCH, LTD.**, his successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.0546 acre (2,377 square feet) tract of land, more or less, being out of the N. Smithwick Survey, Abstract No. 590, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 6P2-E**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 21st day of February, 2024.

[signature page follows]

GRANTOR:

C7 (II) RANCH, LTD.
C7 Ranch LLC, General Partner
By: _____

Name: Philip Coffin

Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 26th day of February, 2024 by Philip Coffin, in the capacity and for the purposes and consideration recited herein.

LISA DWORACZYK
Notary ID #125860399
My Commission Expires
October 4, 2026

_____
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:

County: Williamson
Parcel: 6 Part 2 E – THE PINNACLE DEVELOPMENT GROUP, L.L.C.
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0546 OF ONE ACRE (2,377 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 123.38 ACRE TRACT OF LAND DESCRIBED IN A MEMORANDUM OF PURCHASE RIGHTS TO THE PINNACLE DEVELOPMENT GROUP, L.L.C. IN DOCUMENT NO. 2006036303 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0546 OF ONE ACRE (2,377 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 60.25 feet Left of Ronald Reagan Baseline Station 2493+76.72 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,212,261.53, E=3,080,441.27), being in the Easterly line in the remainder of said 123.38 acre tract and the common existing West ROW line of Ronald Reagan Boulevard;

1) **THENCE** with the East line of the remainder of said 123.38 acre tract and the common ROW line of said Ronald Reagan Boulevard, **South 75°38'36" West** a distance of **27.00** feet to a Calculated Point 87.25 feet Left of Ronald Reagan Baseline Station 2493+76.49, from which a 1/2-inch rebar with illegible cap found for a corner of the remainder of said 123.38 acre tract and the existing West ROW line said Ronald Reagan Boulevard, bears South 75°38'36" West a distance of 143.27 feet;

THENCE over and across the remainder of said 123.38 acre tract, the following three (3) courses and distances;

2) Along a curve to the **Right** having a radius of **8,187.00** feet, an arc length of **88.37** feet, a delta angle of **00°37'06"**, and a chord which bears **North 13°15'45" West** a distance of **88.37** feet to a Calculated Point 86.80 feet Left of Ronald Reagan Baseline Station 2494+63.92;

3) **North 77°02'48" East** at a distance of **27.00** feet to a Calculated Point in the proposed West ROW line of said Ronald Reagan Boulevard 59.80 feet Left of Ronald Reagan Baseline Station 2494+63.78;

County: Williamson
Parcel: 6 Part 2 E – THE PINNACLE DEVELOPMENT GROUP, L.L.C.
Highway: Ronald Reagan Boulevard

4) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard over and across of the remainder of said 123.38 acre tract, long a curve to the **Left** having a radius of **8,160.00** feet, an arc length of **87.71** feet, a delta angle of **00°36'57"**, and a chord which bears **South 13°15'40" East** a distance of **87.71** feet to the **POINT OF BEGINNING**, containing 0.0546 (2,377 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

Frank W Funk 03/31/2023



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "A"

50' 0' 50'
GRAPHIC SCALE

PLAT TO ACCOMPANY PARCEL DESCRIPTION

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C1	0° 37' 6"	8187.00'	88.37'	N13° 15'45"W	88.37'
C2	0° 36' 57"	8160.00'	87.71'	S13° 15'40"E	87.71'

LINE DATA		
LINE	BEARING	LENGTH
L1	S75° 38'36"W	27.00'
L2	N77° 02'48"E	27.00'

N. SMITHWICK SURVEY
ABSTRACT No. 590

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
—— -	SURVEY LINE

NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

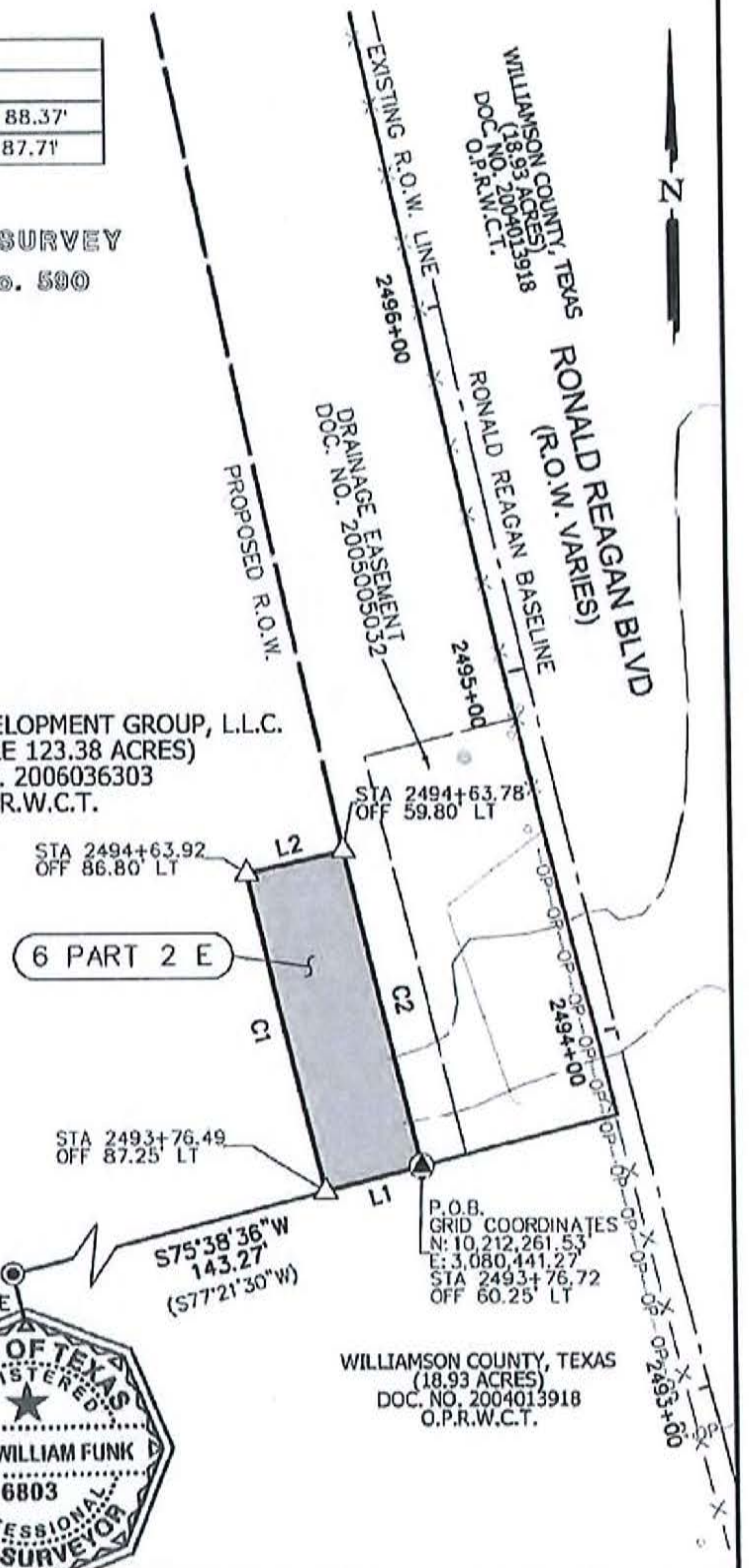
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 03/31/2023
FRANK W. FUNK DATE
RPLS 6803





LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF THE PINNACLE DEVELOPMENT GROUP, LLC	10/28/2022 PARCEL 6 PART 2 E 0.0546 ACRES 2,377 Sq. Ft.
SCALE 1" = 50'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON
		SHEET 3 OF 4

EXHIBIT "A"

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168294
ISSUED: DECEMBER 13, 2022
EFFECTIVE DATE: DECEMBER 5, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2006036301, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.1,10.12 THROUGH 10.19 AND 10.21, ARE NOT A SURVEY MATTER.

10: 2. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 851, PAGE 705, DEED RECORDS; FURTHER AFFECTED BY THAT SUPPLEMENT RECORDED IN VOLUME 2212, PAGE 294, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

3. A WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 854, PAGE 801 DEED RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY THAT TRANSFER TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 46, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 49, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

6. A PASSAGE EASEMENT GRANTED TO CHARLIE D. DYE AND WIFE, JO ANN W. DYE AS DESCRIBED IN VOLUME 1111, PAGE 494, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)

7. A COMMUNICATION LINE EASEMENT GRANTED TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST AS DESCRIBED IN VOLUME 1106, PAGE 591, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)

8. A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2005005032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(SHOWN HEREON)

9. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN WATER AND WASTEWATER AGREEMENT RECORDED IN DOCUMENT NO. 2006036300, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(BLANKET IN TYPE)

10. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021175480, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

11. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT: RECORDED IN DOCUMENT NO. 2021175481, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

20. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON)

22. 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)(NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

THE PINNACLE DEVELOPMENT GROUP, LLC

10/28/2022

PARCEL 6
PART 2 E
0.0546 ACRES
2,377 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 50'	RONALD REAGAN	WILLIAMSON	SHEET 4 OF 4

EXHIBIT "B" TO LETTER AGREEMENT

RR Widening—Parcel 6

WATER LINE EASEMENT

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

This Water Line Easement Agreement (this "Agreement") is made on the _____ day of _____, 2024, at Georgetown, Texas, between **C7 (II) RANCH, LTD.**, whose address is _____ (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Property; and (3) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof by, through or under Grantor, but not otherwise.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant. Grantor reserves the right, subject to the following conditions,

   (a) to construct the following improvements within the Property (collectively, "Grantor Improvements"): driveways, roads, curbing, landscaping (groundcover, shrubbery and ornamental trees), irrigation lines, pedestrian trails and sidewalks, paved surface parking spaces, and shallow drainage ditches, *provided that* any Grantor Improvements installed within the Easement Area require a License to Encroach issued by the Grantee; and

   (b) to install utilities, including water, wastewater, gas, telecommunication, and electrical lines ("Utility Improvements"), across the Property, which utilities will be located at a generally perpendicular angle to the Facilities, provided that any Utility Improvements installed within the Property require a License to Encroach issued by the Grantee.

   Any License to Encroach will be reviewed under the standards set forth in 3.21.040 of the City of Georgetown's Unified Development Code, as the same may be amended from time to time.

7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

[signature pages follow]

GRANTOR:

C7 (II) RANCH, LTD.
C7 Ranch, LLC. its General Partner

By: Philip Coffin

Name: Philip Coffin

Title: Manager

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 27th day of February, 2024 by Philip Coffin, the Manager of C7 (II) RANCH, LTD., in the capacity and for the purposes and consideration recited herein.

LISA DWORACZYK
Notary ID #125860399
My Commission Expires
October 4, 2026

Notary Public, State of Texas

GRANTEE:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the __ day of _____, 2024, by _____, the_____ of City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

County: Williamson
Parcel: 6E Part 1 – C7 (II) RANCH, LTD.
Highway: Ronald Reagan Boulevard

EXHIBIT A-1
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1916 OF ONE ACRE (8,347 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A CORRECTION WARRANTY DEED TO C7 (II) RANCH, LTD RECORDED IN DOCUMENT NO. 2004013917 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), ALSO DESCRIBED AS A PORTION OF THE REMAINDER OF A CALLED 123.38 ACRE TRACT OF LAND IN A MEMORANDUM OF PURCHASE RIGHTS TO THE PINNACLE DEVELOPMENT GROUP, L.L.C. IN DOCUMENT NO. 2006036303 OF SAID O.P.R.W.C.T., SAID 0.1916 OF ONE ACRE (8,347 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 40.00 feet Left of Ronald Reagan Baseline Station 2488+02.33 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,211,711.27, E=3,080,618.95), being in the Easterly line in the remainder of said 123.38 acre tract and the common existing West ROW line of Ronald Reagan Boulevard;

1) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard and over and across the remainder of said 123.38 acre tract, along a curve to the **Left** having a radius of **8,140.00** feet, an arc length of **388.01** feet, a delta angle of **02°43'50"**, and a chord which bears **South 19°17'44" East** a distance of **387.97** feet to a 1/2-inch rebar with aluminum cap stamped "CONTROL OF ACCESS" set 40.00 feet Left of Ronald Reagan Baseline Station 2484+16.23 in the South line of the remainder of said 123.38 acre tract and the common North line of a called 87.60 acre tract described in a Special Warranty Deed to CLI C7 Ranch Owner, LLC, in Document No. 2022052079 of said O.P.R.W.C.T.;

2) **THENCE** with the South line of the remainder of said 123.38 acre tract and the common North line of said 87.60 acre tract, **South 70°56'40" West** a distance of **20.01** feet to a Calculated Point 60.00 feet Left of Ronald Reagan Baseline Station 2484+16.78, from which a 1/2-inch rebar found for a corner of the remainder of said 123.38 acre tract and the common Southeast corner of Lot 1, Block T, SANTA RITA RANCH SECTION 9B, a subdivision of record in Document No. 2020060631 of said O.P.R.W.C.T., also being in the North line of said 87.60 acre tract, bears South 70°56'40" West a distance of 986.64 feet;

THENCE over and across the remainder of said 123.38 acre tract, the following three (3) courses and distances:

3) Along a curve to the **Right** having a radius of **8,160.00** feet, an arc length of **380.84** feet, a delta angle of **02°40'27"**, and a chord which bears **North 19°19'12" West** a distance of **380.81** feet to a Calculated Point 60.00 feet Left of Ronald Reagan Baseline Station 2487+94.83;

County: Williamson
Parcel: 6E Part 1 – C7 (II) RANCH, LTD.
Highway: Ronald Reagan Boulevard

4) **North 59°17'20" West** a distance of **18.26** feet to a Calculated Point 72.06 feet Left of Ronald Reagan Baseline Station 2488+08.42;

5) **North 16°41'49" West** a distance of **29.55** feet to a Calculated Point in the Easterly line in the remainder of said 123.38 acre tract and the common existing West ROW line of Ronald Reagan Boulevard 71.50 feet Left of Ronald Reagan Baseline Station 2488+37.71, from which a 1/2-inch rebar with illegible cap found for a corner of the remainder of said 123.38 acre tract and the existing West ROW line said Ronald Reagan Boulevard, bears North 59°17'20" West a distance of 235.31 feet;

6) **THENCE** with the Easterly line of the remainder of said 123.38 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, **South 59°17'20" East** a distance of **47.56** feet to the **POINT OF BEGINNING**, containing 0.1916 of one acre (8,347 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

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

That I, Frank W. Funk, 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 was determined by a survey made on the ground under my direct supervision.

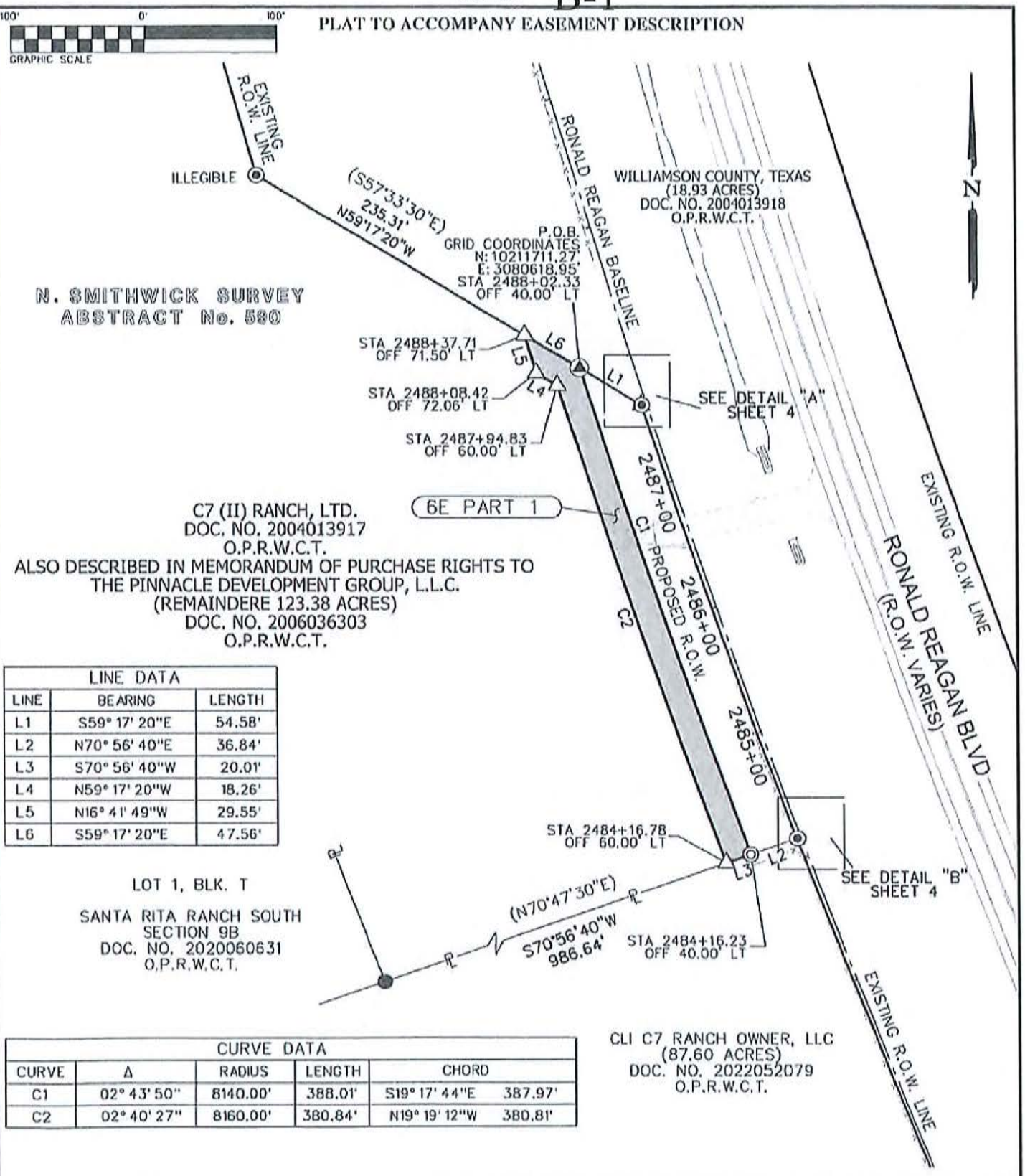
Frank W Funk 02/06/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



EXHIBIT " " B-1

PLAT TO ACCOMPANY EASEMENT DESCRIPTION



LINE DATA		
LINE	BEARING	LENGTH
L1	S59° 17' 20"E	54.58'
L2	N70° 56' 40"E	36.84'
L3	S70° 56' 40"W	20.01'
L4	N59° 17' 20"W	18.26'
L5	N16° 41' 49"W	29.55'
L6	S59° 17' 20"E	47.56'

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C1	02° 43' 50"	8140.00'	388.01'	S19° 17' 44"E	387.97'
C2	02° 40' 27"	8160.00'	380.84'	N19° 19' 12"W	380.81'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

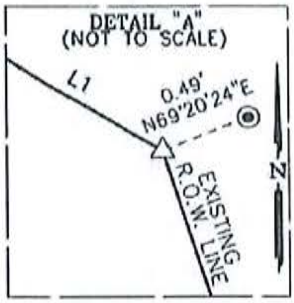
PARCEL PLAT SHOWING PROPERTY OF
C7 (II) RANCH, LTD.

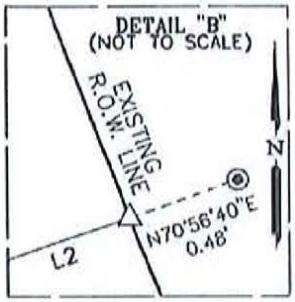
SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

02/06/2024
PARCEL 6E
PART 1
0.1916 ACRES
8,347 Sq. Ft.

EXHIBIT " " B-1

PLAT TO ACCOMPANY EASEMENT DESCRIPTION





LEGEND

△	CALCULATED POINT
◬	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◎	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "CONTROL OF ACCESS"
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
———	SURVEY LINE
—|||—|||—	CONTROL OF ACCESS

NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE (FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203).

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 02/08/2024

FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
C7 (II) RANCH, LTD

02/06/2024
PARCEL 6E
PART 1
0.1916 ACRES
8,347 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT " " B-1

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168294
ISSUED: APRIL 3, 2023
EFFECTIVE DATE: MARCH 24, 2023

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2006036301, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.1, 10.6, 10.7, 10.12 THROUGH 10.19 AND 10.21, ARE NOT A SURVEY MATTER.

10: 2. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 851, PAGE 705, DEED RECORDS; FURTHER AFFECTED BY THAT SUPPLEMENT RECORDED IN VOLUME 2212, PAGE 294, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

3. A WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 854, PAGE 801 DEED RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY THAT TRANSFER TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 46, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 49, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

8. A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2005005032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)

9. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN WATER AND WASTEWATER AGREEMENT RECORDED IN DOCUMENT NO. 2006036300, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(BLANKET IN TYPE)

10. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021175480, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

11. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT: RECORDED IN DOCUMENT NO. 2021175481, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

20. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON)

22. 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)(NOTED HEREON)

County: Williamson
Parcel: 6E Part 2 – C7 (II) RANCH, LTD.
Highway: Ronald Reagan Boulevard

EXHIBIT A-2
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2721 OF ONE ACRE (11,853 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A CORRECTION WARRANTY DEED TO C7 (II) RANCH, LTD RECORDED IN DOCUMENT NO. 2004013917 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), ALSO DESCRIBED AS A PORTION OF THE REMAINDER OF A CALLED 123.38 ACRE TRACT OF LAND IN A MEMORANDUM OF PURCHASE RIGHTS TO THE PINNACLE DEVELOPMENT GROUP, L.L.C. IN DOCUMENT NO. 2006036303 OF SAID O.P.R.W.C.T., SAID 0.2721 OF ONE ACRE (11,853 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 60.25 feet Left of Ronald Reagan Baseline Station 2493+76.72 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,212,261.38, E=3,080,441.22), being in the Easterly line in the remainder of said 123.38 acre tract and the common existing West ROW line of Ronald Reagan Boulevard;

1) **THENCE** with the East line of the remainder of said 123.38 acre tract the common existing West ROW line of said Ronald Reagan Boulevard, **South 75°38'36" West** a distance of **20.00** feet to a Calculated Point 80.25 feet Left of Ronald Reagan Baseline Station 2493+76.55, from which a 1/2-inch rebar with illegible cap found for a corner of the remainder of said 123.38 acre tract and the existing West ROW line said Ronald Reagan Boulevard, bears South 75°38'36" West a distance of 150.27 feet;

THENCE over and across the remainder of said 123.38 acre tract, the following two (2) courses and distances:

2) Along a curve to the **Right** having a radius of **8,180.00** feet, an arc length of **573.78** feet, a delta angle of **04°01'08"**, and a chord which bears **North 11°33'42" West** a distance of **573.66** feet to a Calculated Point 77.28 feet Left of Ronald Reagan Baseline Station 2499+44.79;

3) **North 30°45'33" West** a distance of **17.62** feet to a Calculated Point, 83.59 feet Left of Ronald Reagan Baseline Station 2499+61.09 in the North line of the remainder of said 123.38 acre tract and the common South line of Lot 1, SANTA RITA PARK, a subdivision of record in Document No.2008080497 of said O.P.R.W.C.T., from which a 1/2-inch rebar found for a corner of the remainder of said 123.38 acre tract and a common corner of Lot 49, Block T, SANTA RITA RANCH SOUTH, SECTION 9A, a subdivision of record in Document No. 2020004350 of said O.P.R.W.C.T., also being in the South line of said Lot 1, bears South 69°02'24" West a distance of 792.09 feet,;

County: Williamson
Parcel: 6E Part 2 – C7 (II) RANCH, LTD.
Highway: Ronald Reagan Boulevard

4) **THENCE** with the North line of the remainder of said 123.38 acre tract and the common South line of said Lot 1, **North 69°02'24" East** a distance of **20.30** feet to a Calculated Point 63.68 feet Left of Ronald Reagan Baseline Station 2499+65.01;

THENCE over and across the remainder of said 123.38 acre tract, the following two (2) courses and distances;

5) **South 30°45'33" East** a distance of **17.92** feet to a Calculated Point, 57.26 feet Left of Ronald Reagan Baseline Station 2499+48.41 in the proposed West ROW line of said Ronald Reagan Boulevard;

6) Along a curve to the **Left** having a radius of **8,160.00** feet, an arc length of **575.84** feet, a delta angle of **04°02'36"**, and a chord which bears **South 11°32'51" East** a distance of **575.72** feet to the **POINT OF BEGINNING**, containing 0.2721 (11,853 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

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

That I, Frank W. Funk, 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 was determined by a survey made on the ground under my direct supervision.

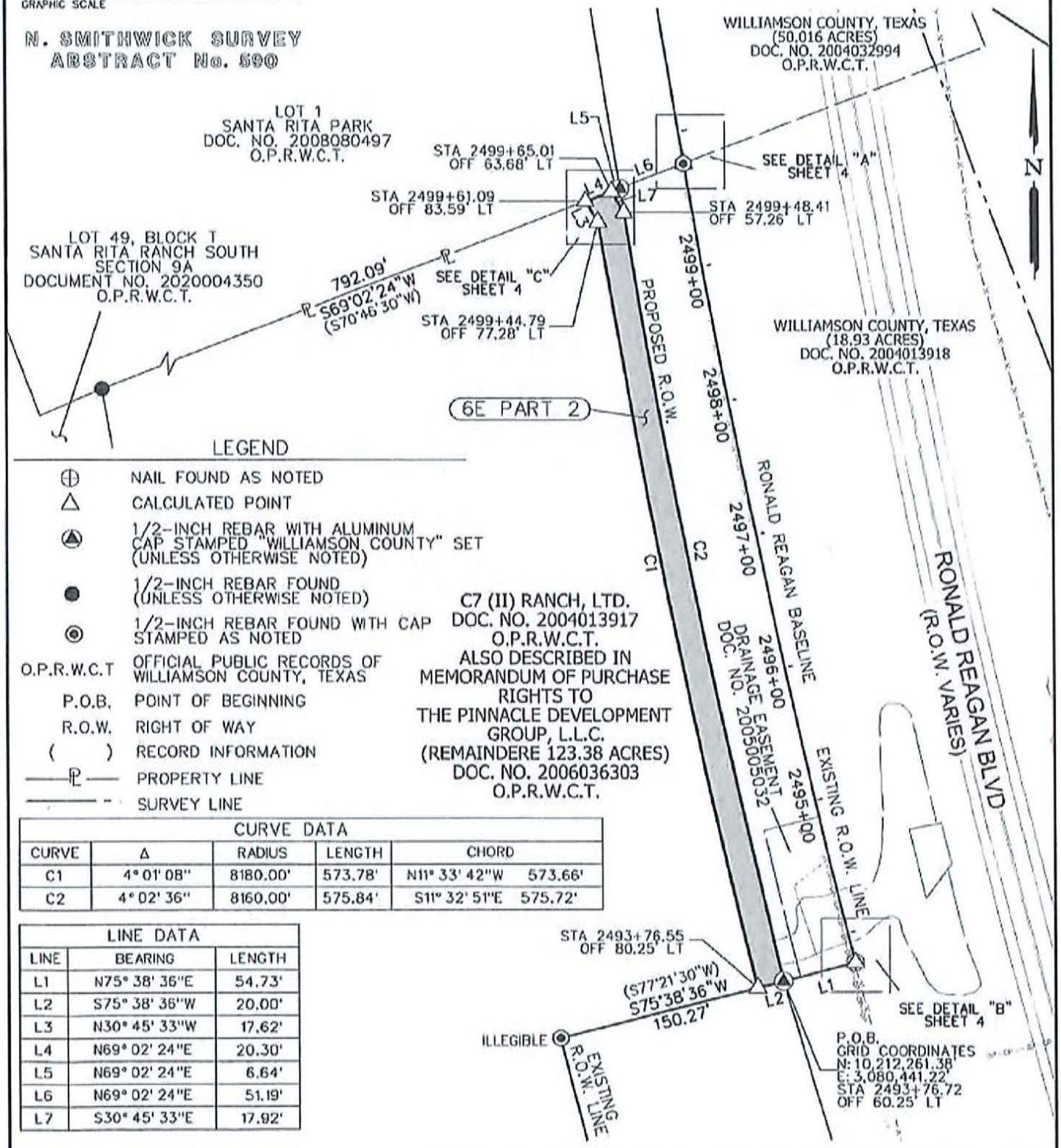
Frank W Funk 02/06/2024



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " " B-2

PLAT TO ACCOMPANY EASEMENT DESCRIPTION



LEGEND

⊕	NAIL FOUND AS NOTED
△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
— - —	SURVEY LINE

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	4°01'08"	8180.00'	573.78'	N11°33'42"W 573.66'
C2	4°02'36"	8160.00'	575.84'	S11°32'51"E 575.72'

LINE DATA		
LINE	BEARING	LENGTH
L1	N75°38'36"E	54.73'
L2	S75°38'36"W	20.00'
L3	N30°45'33"W	17.62'
L4	N69°02'24"E	20.30'
L5	N69°02'24"E	6.64'
L6	N69°02'24"E	51.19'
L7	S30°45'33"E	17.92'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

C7 (II) RANCH, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

02/06/2024

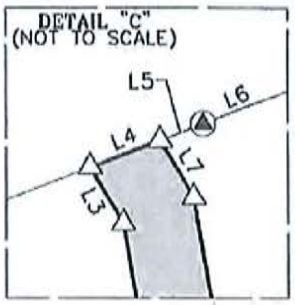
PARCEL 6E
PART 2

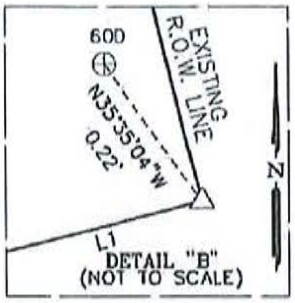
0.2721 ACRES
11,853 Sq. Ft.

EXHIBIT " " B-2

PLAT TO ACCOMPANY EASEMENT DESCRIPTION







NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 02/06/2024

FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
C7 (II) RANCH, LTD.

02/06/2024
PARCEL 6E
PART 2
0.2721 ACRES
11,853 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168294
ISSUED: APRIL 3, 2023
EFFECTIVE DATE: MARCH 24, 2023

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2006036301, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.1, 10.6, 10.7, 10.12 THROUGH 10.19 AND 10.21, ARE NOT A SURVEY MATTER.

10: 2. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 851, PAGE 705, DEED RECORDS; FURTHER AFFECTED BY THAT SUPPLEMENT RECORDED IN VOLUME 2212, PAGE 294, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

3. A WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 854, PAGE 801 DEED RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY THAT TRANSFER TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 46, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. A ROADWAY EASEMENT GRANTED TO EARNEST L. MILLER AND AMIEL ISHY, JR. AS DESCRIBED IN VOLUME 404, PAGE 49, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. BEING FURTHER AFFECTED BY DOCUMENT NO. 9915328, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

8. A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2005005032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)

9. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN WATER AND WASTEWATER AGREEMENT RECORDED IN DOCUMENT NO. 2006036300, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(BLANKET IN TYPE)

10. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021175480, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

11. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT: RECORDED IN DOCUMENT NO. 2021175481, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

20. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON)

22. 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)(NOTED HEREON)

EXHIBIT "C" TO LETTER AGREEMENT

RR Widening—Parcel 7R

WATER LINE EASEMENT

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

This Water Line Easement Agreement (this "Agreement") is made on the _____ day of _____, 2024, at Georgetown, Texas, between **WILLIAMSON COUNTY, TEXAS**, whose address is 710 Main Street, Georgetown, Texas 78626 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Property; and (3) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof by, through or under Grantor, but not otherwise.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant. Grantor reserves the right, subject to the following conditions,

   (a) to construct the following improvements within the Property (collectively, "Grantor Improvements"): driveways, roads, curbing, landscaping (groundcover, shrubbery and ornamental trees), irrigation lines, pedestrian trails and sidewalks, paved surface parking spaces, and shallow drainage ditches, *provided that* any Grantor Improvements installed within the Easement Area require a License to Encroach issued by the Grantee; and

   (b) to install utilities, including water, wastewater, gas, telecommunication, and electrical lines ("Utility Improvements"), across the Property, which utilities will be located at a generally perpendicular angle to the Facilities, provided that any Utility Improvements installed within the Property require a License to Encroach issued by the Grantee.

   Any License to Encroach will be reviewed under the standards set forth in 3.21.040 of the City of Georgetown's Unified Development Code, as the same may be amended from time to time.

7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

[signature pages follow]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____ by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

GRANTEE:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 2024, by _____, the_____ of City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

County: Williamson
Parcel: 7E– Williamson County, Texas
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2545 OF ONE ACRE (11,087 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.93 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NO. 2004013918 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2545 OF ONE ACRE (11,087 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 60.25 feet Left of Ronald Reagan Baseline Station 2493+76.72 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,212,261.53, E=3,080,441.27), being in the Easterly line of a tract of land described in a Correction Warranty Deed to C7 (II) RANCH, LTD recorded in Document No. 2004013917 of the O.P.R.W.C.T., also described as a portion of the remainder of a called 123.38 acre tract of land in a Memorandum of Purchase Rights to the Pinnacle Development Group, L.L.C. in Document No. 2006036303 of said O.P.R.W.C.T. and the common existing West ROW line of Ronald Reagan Boulevard,;

1) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard and over and across said 18.93 acre tract, **South 16°41'49" East** a distance of **564.80** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 51.91 feet Left of Ronald Reagan Baseline Station 2488+15.75 set in the existing West ROW line of said Ronald Reagan Boulevard and the common East line of the remainder of said 123.38 acre tract;

2) **THENCE** with the existing West ROW line of said Ronald Reagan Boulevard and the common East line of the remainder of said 123.38 acre tract, **North 59°17'20" West** a distance of **29.55** feet to a Calculated Point, 71.50 feet Left of Ronald Reagan Baseline Station 2488+37.71, from which a 1/2-inch rebar with illegible cap found in the existing West ROW line of said Ronald Reagan Boulevard and the common East line of the remainder of said 123.38 acre tract, bears North 59°17'20" West a distance of 235.32 feet;

3) **THENCE** over and across said 18.93 acre tract, **North 16°41'49" West** a distance of **543.86** feet to a Calculated Point in the existing West ROW line of said Ronald Reagan Boulevard and the common East line of the remainder of said 123.38 acre tract, 80.27 feet Left of Ronald Reagan Baseline Station 2493+76.55, from which a 1/2-inch rebar with illegible cap found in the existing West ROW line of said Ronald Reagan Boulevard and the common East line of the remainder of said 123.38 acre tract, bears South 75°38'36" West a distance of 150.25 feet;

County: Williamson
Parcel: 7R E – Williamson County, Texas
Highway: Ronald Reagan Boulevard

4) **THENCE** with the existing West ROW line of said Ronald Reagan Boulevard and the common East line of the remainder of said 123.38 acre tract, **North 75°38'36" East** a distance of **20.02** feet to the **POINT OF BEGINNING,** containing 0.2545 of one acre (11,087 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

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

That I, Frank W. Funk, 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 was determined by a survey made on the ground under my direct supervision.

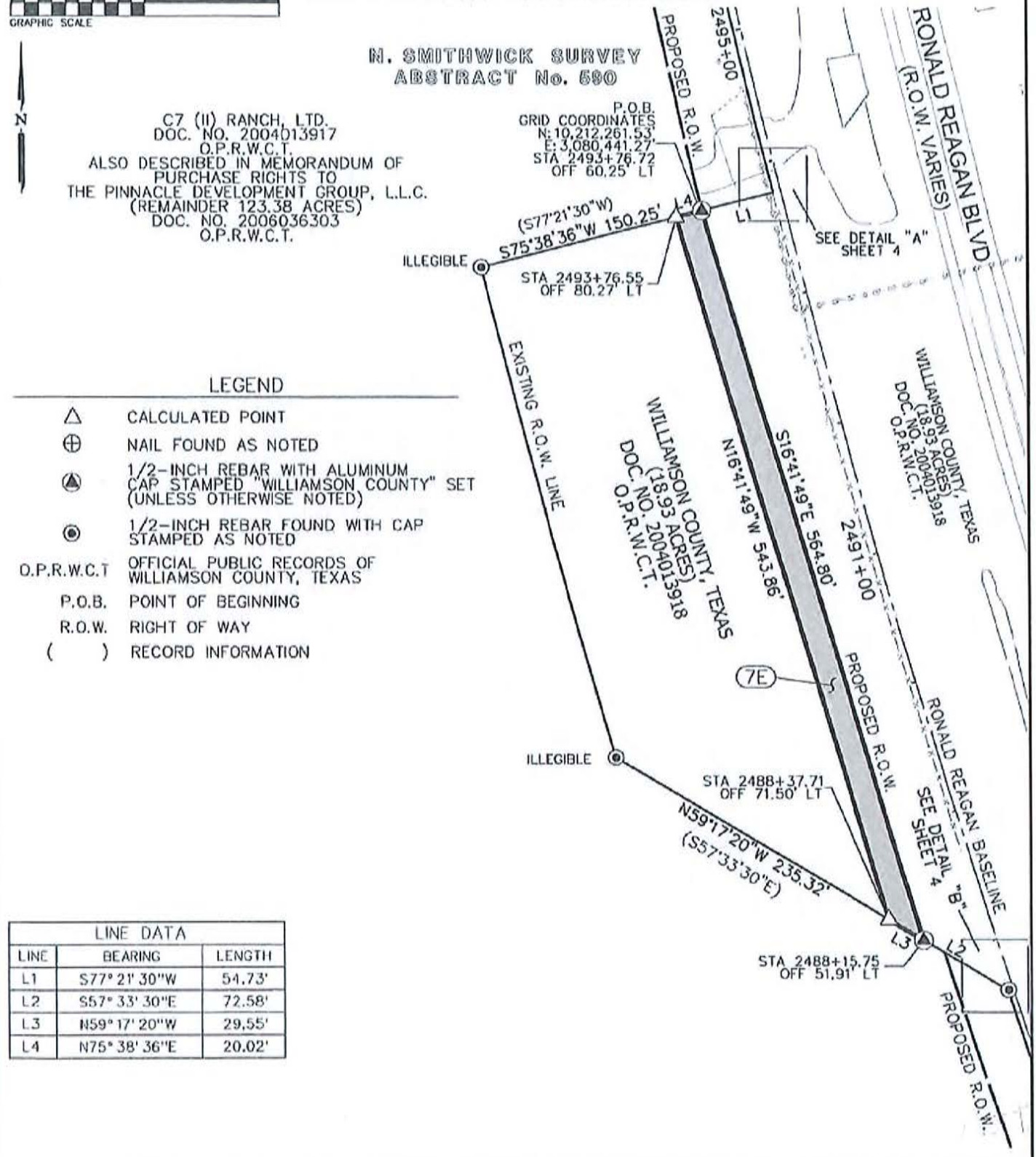
Frank W Funk 02/06/2024



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " B "

PLAT TO ACCOMPANY EASEMENT DESCRIPTION



LEGEND

△	CALCULATED POINT
⊕	NAIL FOUND AS NOTED
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION

LINE DATA		
LINE	BEARING	LENGTH
L1	S77° 21' 30"W	54.73'
L2	S57° 33' 30"E	72.58'
L3	N59° 17' 20"W	29.55'
L4	N75° 38' 36"E	20.02'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

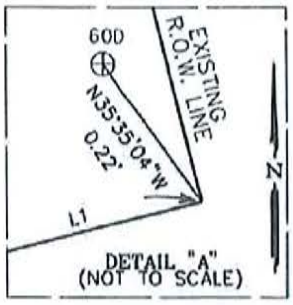
PARCEL PLAT SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS

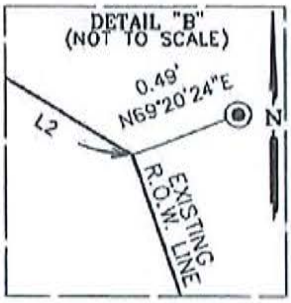
02/06/2024
PARCEL 7E
0.2545 ACRES
11,087 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT " "B

PLAT TO ACCOMPANY EASEMENT DESCRIPTION





NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 02/06/2024

FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS

02/06/2024
PARCEL 7E
0.2545 ACRES
11,087 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT " " B

PLAT TO ACCOMPANY EASEMENT DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168294
ISSUED: DECEMBER 13, 2022
EFFECTIVE DATE: DECEMBER 5, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2006036301, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.1,10.12 THROUGH 10.19 AND 10.21, ARE NOT A SURVEY MATTER.

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10. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021175480, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

11. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY AND ACCESS EASEMENT AGREEMENT: RECORDED IN DOCUMENT NO. 2021175481, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

20. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON)

22. 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)(NOTED HEREON)

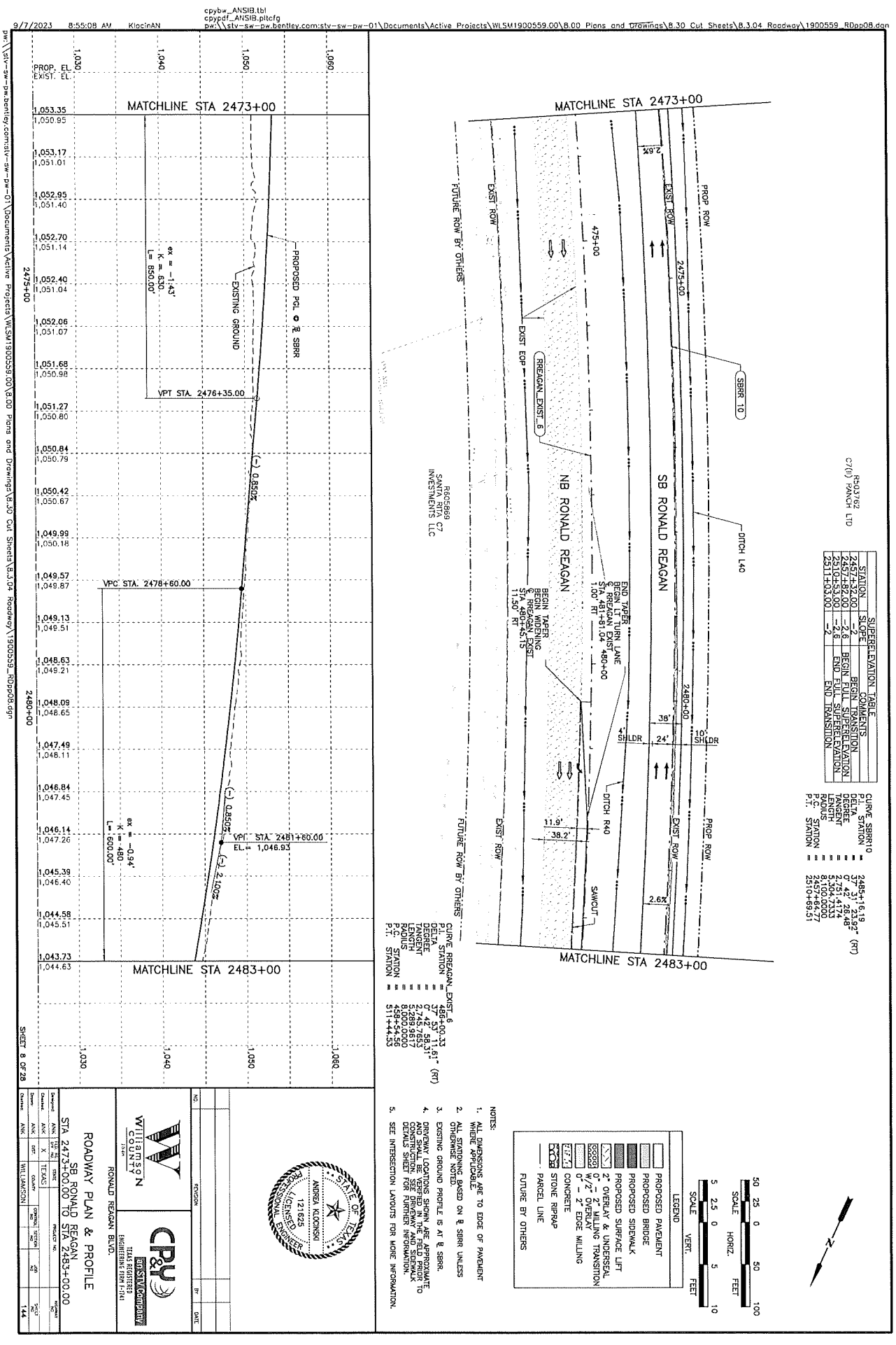
LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
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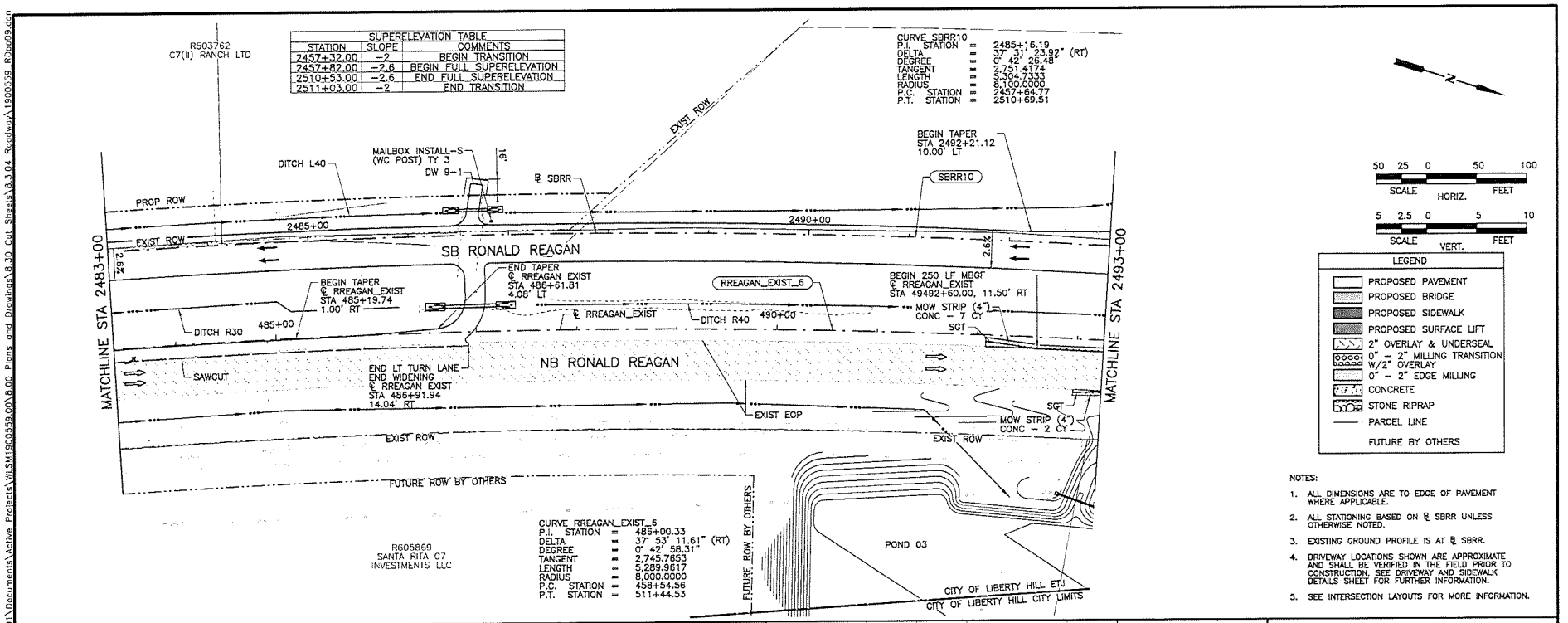
PARCEL PLAT SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS

02/06/2024
PARCEL 7E
0.2545 ACRES
11,087 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 100'	RONALD REAGAN	WILLIAMSON	SHEET 5 OF 5

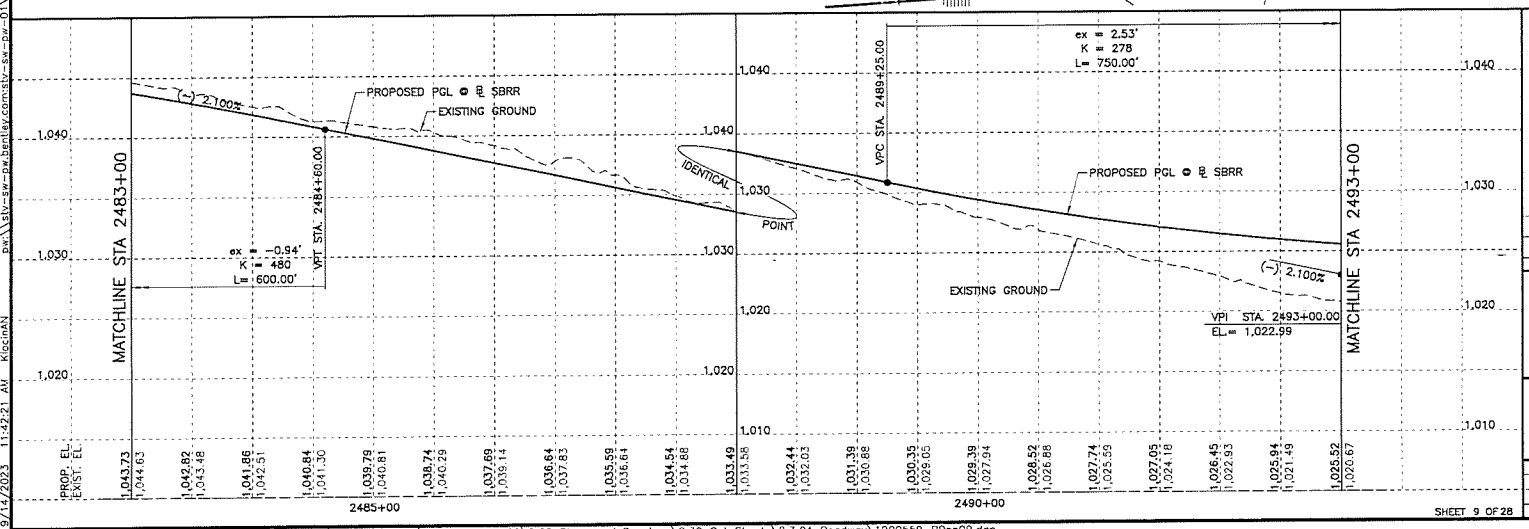
EXHIBIT "D" TO LETTER AGREEMENT





NOTES:

1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT WHERE APPLICABLE.
2. ALL STATIONING BASED ON ℄ SBRR UNLESS OTHERWISE NOTED.
3. EXISTING GROUND PROFILE IS AT ℄ SBRR.
4. DRIVEWAY LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. SEE DRIVEWAY AND SIDEWALK DETAILS SHEET FOR FURTHER INFORMATION.
5. SEE INTERSECTION LAYOUTS FOR MORE INFORMATION.



STATE OF TEXAS
ANDREA KLOCINSKI
121625
LICENSED
PROFESSIONAL ENGINEER

NO.	REVISION	BY	DATE

Williamson County 1848

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

ROADWAY PLAN & PROFILE

SB RONALD REAGAN
STA 2483+00.00 TO STA 2493+00.00

Designed	ANK	FED. RD. DIV. NO.	STATE	PROJECT NO.			HIGHWAY NO.
Checked	ANK	X	TEXAS				
Drawn	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
Checked	ANK		WILLIAMSON				145

SHEET 9 OF 28

cp\bc_ANSI(B).tbl
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.04 Roadway\1900559_RDpp09.dgn
9/14/2023 11:42:21 AM KlocinAN

pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.04 Roadway\1900559_RDpp09.dgn

EXHIBIT "E" TO LETTER AGREEMENT

County: Williamson
Parcel: 6 Part 1 TCE – THE PINNACLE DEVELOPMENT GROUP, L.L.C.
Highway: Ronald Reagan Boulevard

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0081 OF ONE ACRE (353 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 123.38 ACRE TRACT OF LAND DESCRIBED IN A MEMORANDUM OF PURCHASE RIGHTS TO THE PINNACLE DEVELOPMENT GROUP, L.L.C. IN DOCUMENT NO. 2006036303 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0081 OF ONE ACRE (353 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 40.00 feet Left of Ronald Reagan Baseline Station 2488+02.33 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), being in the Easterly line in the remainder of said 123.38 acre tract and the common existing West ROW line of Ronald Reagan Boulevard, from which a 1/2-inch rebar with illegible cap found for a corner of the remainder of said 123.38 acre tract and the existing West ROW line said Ronald Reagan Boulevard, bears North 59°17'20" West a distance of 282.87 feet;

THENCE with the proposed West ROW line of said Ronald Reagan Boulevard and over and across the remainder of said 123.38 acre tract, along a curve to the Left having a radius of 8,140.00 feet, an arc length of 124.35 feet, a delta angle of 00°52'31", and a chord which bears South 18°22'03" East a distance of 124.35 feet to a Calculated Point for the **POINT OF BEGINNING** 40.00 feet Left of Ronald Reagan Baseline Station 2486+78.59 (Grid Coordinates: N=10,211,593.42, E=3,080,658.18);

1) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard and over and across the remainder of said 123.38 acre tract, along a curve to the **Left** having a radius of **8,140.00** feet, an arc length of **22.31** feet, a delta angle of **00°09'25"**, and a chord which bears **South 18°53'01" East** a distance of **22.31** feet to a Calculated Point 40.00 feet Left of Ronald Reagan Baseline Station 2486+56.39;

THENCE continuing over and across the remainder of said 123.38 acre tract, the following three (3) courses and distances:

2) **South 80°38'25" West** a distance of **17.92** feet to a Calculated Point 57.67 feet Left of Ronald Reagan Baseline Station 2486+59.36;

3) **North 09°21'35" West** a distance of **22.00** feet to a Calculated Point 54.04 feet Left of Ronald Reagan Baseline Station 2486+80.91;

County: Williamson
Parcel: 6 Part 1 TCE – THE PINNACLE DEVELOPMENT GROUP, L.L.C.
Highway: Ronald Reagan Boulevard

4) **North 80°38'25" East** a distance of **14.23** feet to the **POINT OF BEGINNING**, containing 0.0081 of one acre (353 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

Frank W Funk 03/31/2023



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

50' 0' 50'
GRAPHIC SCALE

N. SMITHWICK SURVEY
ABSTRACT No. 590

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	0° 52' 31"	8140.00'	124.35'	S18° 22'03"E 124.35'
C2	0° 09' 25"	8140.00'	22.31'	S18° 53'01"E 22.31'

LINE DATA		
LINE	BEARING	LENGTH
L1	S80° 38'25"W	17.92'
L2	N09° 21'35"W	22.00'
L3	N80° 38'25"E	14.23'

N

ILLEGIBLE

EXISTING R.O.W. LINE

(N57°33'30"W)
282.87'
N59°17'20"W

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
——— -	SURVEY LINE

WILLIAMSON COUNTY, TEXAS
(18.93 ACRES)
DOC. NO. 2004013918
O.P.R.W.C.T.

RONALD REAGAN BLVD
(R.O.W. VARIES)

RONALD REAGAN BASELINE

2488+00

P.O.C.
STA 2488+02.33
OFF 40.00' LT

THE PINNACLE DEVELOPMENT GROUP, L.L.C.
(REMAINDERE 123.38 ACRES)
DOC. NO. 2006036303
O.P.R.W.C.T.

C1

2487+00

P.O.B.
GRID COORDINATES
N: 10,211,593.42'
E: 3,080,658.18'
STA 2486+78.59
OFF 40.00' LT

STA 2486+80.91
OFF 54.04' LT

L3

6 PART 1 TCE

C2

L2

L1

STA 2486+59.36
OFF 57.67' LT

STA 2486+56.39
OFF 40.00' LT

2486+00

PROPOSED R.O.W.

NOTES:

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3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

Frank W Funk 03/31/2023
FRANK W. FUNK DATE
RPLS 6803

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

THE PINNACLE DEVELOPMENT GROUP, LLC

SCALE	PROJECT	COUNTY
1" = 50'	RONALD REAGAN	WILLIAMSON

10/28/2022
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PART 1 TCE
0.0081 ACRES
353 Sq. Ft.

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FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168294
ISSUED: DECEMBER 13, 2022
EFFECTIVE DATE: DECEMBER 5, 2022

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PARCEL PLAT SHOWING PROPERTY OF

THE PINNACLE DEVELOPMENT GROUP, LLC

SCALE	PROJECT	COUNTY
1" = 50'	RONALD REAGAN	WILLIAMSON

10/28/2022
PARCEL 6
PART 1 TCE
0.0081 ACRES
353 Sq. Ft.

Commissioners Court - Regular Session **52.**

Meeting Date: 03/05/2024

CR 332 Interlocal Agreement with Jarrell Schwertner Waster Supply Corporation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements CR 332 Roadway Construction Project with the Jarrell-Schwertner Water Supply Corporation. Funding Source: Road Bonds P366

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 01:02 PM
Form Started By: Charlie Crossfield		Started On: 02/28/2024 12:01 PM
Final Approval Date: 02/29/2024		

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
CR 332 ROADWAY CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (**"Agreement"**) is entered into between Jarrell-Schwertner Water Supply Corporation (the "**JSWSC**") and Williamson County, Texas, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the JSWSC and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties.**"

WHEREAS, the County is and has been in the process of designing and improving CR 332, the location of which is shown on Exhibit "A" attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-of-way into easements in which the JSWSC's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of JSWSC water lines is necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the JSWSC water lines affected by the County Project have been prepared by County, and are attached hereto as Exhibit "B" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the JSWSC's waterlines in certain segments of the County Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
GENERAL PROVISIONS

1.01 General. The purpose of this Agreement is to provide for the County's design and construction of the Relocation Project caused by the County's construction of the County Project.

1.02 County Relocation of Waterlines. The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, subject to the reimbursement allocations as further set out in this Agreement..

1.03 County to Obtain and Assign Easements. The County must acquire at its own expense waterline easement rights in favor of the JSWSC in the location shown on Exhibit "C",

attached hereto, as required by the JSWSC for the Relocation Project, as shown in the Plans. This Agreement specifically allows and authorizes the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the JSWSC. The form of the easement granting document must be approved by the JSWSC prior to acquisition. The JSWSC is not responsible for costs associated with easement acquisition for the County Project or Relocation Project. Any easements acquired as set out herein which are not otherwise granted directly to the JSWSC shall be assigned by the County to the JSWSC upon completion of construction of the Relocation Project.

Obligations.

1.04 Continuation of Service. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the JSWSC and will not result in the prolonged loss of water service to any such customers.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the JSWSC agree that the County is responsible for 100% of the construction costs of the CR 332 portion of the Relocation Project (estimated at $411,916.67). This share is referred to as the Construction Costs.

2.02 Maintenance. After acceptance, the JSWSC will own and maintain the facilities included in the Relocation Project.

2.03 Construction Plans. The County has submitted the Plans related to the Relocation Project, and any changes or modifications thereto, to JSWSC for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.

2.04 Inspection. The JSWSC may inspect the relocation of the waterlines during construction. If the JSWSC's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the JSWSC, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the JSWSC.

2.05 Insurance, Bonds and Warranties. The County must require the contractor for the County Project to name the JSWSC as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds, and maintenance bonds in favor of the JSWSC for the County Project and Relocation Project in amounts satisfactory to the JSWSC. The County must transfer any warranties for the Relocation Project to the JSWSC upon final completion and the JSWSC's written acceptance of the Relocation Project.

2.06 Other Costs. The County must reimburse the JSWSC for the 100% reimbursable percentage of costs incurred by the JSWSC relating to the CR 332 portion of the Relocation Project, and for inspections, permitting, engineering, and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.

2.07 As-Built Drawings. Upon completion of the construction of the Relocation Project, County will provide JSWSC with the as-built drawings of the Relocation Project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make a written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Effective Date. This Agreement is effective from the date of execution by the authorized representative of each Party.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the Parties' authorized representatives.

4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

JSWSC:

Jarrell Schwertner WSC
2393 County Road 311
Jarrell, Texas 76537
Attn: General Manager
Telephone: 512-746-2114

COUNTY:

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: County Auditor
Telephone: (512) 943-1577

With a copy to:

Sheets & Crossfield, PLLC
309 E. Main Street
Telephone: 512-255-8877

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

Pamela Oakes, Secretary

JARRELL-SCHWERNER WATER SUPPLY CORPORATION

By: _____
Mark Harbin, President
Date: 2/26/2024

ATTEST:

_____
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: _____
Bill Gravell, Jr., County Judge

Date: _____

EXHIBIT A

WILLIAMSON COUNTY

CR 332
PRECINCT NUMBER 4

NET LENGTH OF ROADWAY = 2150 FT (0.407 MILES)
NET LENGTH OF BRIDGES = 0.00 FT (0.000 MILES)
NET LENGTH OF PROJECT = 2150 FT (0.407 MILES)

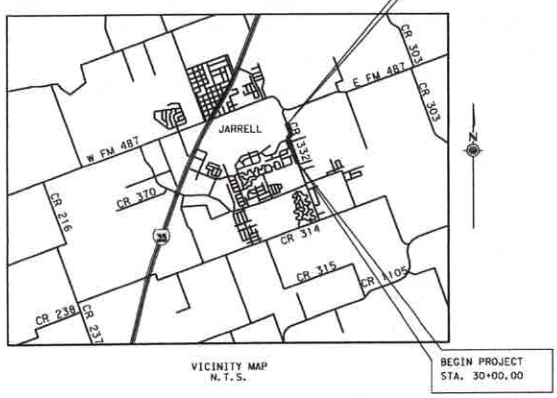
LIMITS: FROM 1900' NORTH OF CR 313
TO 1650' SOUTH OF FM 487
IN THE CITY OF JARRELL.

FOR THE CONSTRUCTION OF THE EARTHWORK, GRADING, DRAINAGE STRUCTURES, BASE COURSE, ASPHALTIC CONCRETE PAVEMENT, SIGNING AND PAVEMENT MARKINGS.

FUNCTIONAL CLASSIFICATION	= MINOR COLLECTOR
DESIGN SPEED	= 45 MPH
ADT (2015)	= 1400
DHV (2015)	= 140
ADT (2035)	= 4100
DHV (2035)	= 410

INDEX OF SHEETS

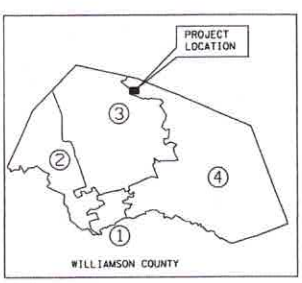
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS



VICINITY MAP
N.T.S.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHED: UPPER LITTLE RIVER
AREA OF DISTURBANCE: 16.13 AC

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."



TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

Seiler Lankes Group TBPE License No. 12170
PLANNING • ENGINEERING • CONSTRUCTION

PREPARED BY:
SEILER LANKES GROUP (DESIGN CONSULTANT)

GERALD LANKES, PE — DATE
PROJECT MANAGER

STATE OF TEXAS
GERALD A. LANKES
107484
LICENSED
PROFESSIONAL ENGINEER
1/25/2022

williamson COUNTY
1848

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APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR. — DATE
WILLIAMSON COUNTY JUDGE

APPROVED BY:
WILLIAMSON COUNTY

RUSS BOLES — DATE
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE — DATE
ROAD BOND MANAGEMENT TEAM

USER: gbeck
PLOT DATE: 1/25/2022 3:00
PLOT BY: [jpeg]
FILE: [jpeg]

EXHIBIT B

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS

Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.
PROJECT NUMBER 724-1833

LONE STAR REGIONAL WATER AUTHORITY

Bryant Smith	President (City of Jarrell)
Mike Fisher	Vice President (Sonterra M.U.D.)
Ken Heroy	Secretary (Sonterra M.U.D.)
Keith Odom	Asst. Secretary (Williamson County)
Jeff Stockton	Director (City of Jarrell)
Hollis Bone	Director (Williamson County)
Richard Hamala	General Counsel
J. Tom Ray, P.E.	General Manager

ACCEPTED FOR CONSTRUCTION

11/20/2023
J. TOM RAY — DATE
LONE STAR REGIONAL WATER AUTHORITY
General Manager

ACCEPTED FOR CONSTRUCTION

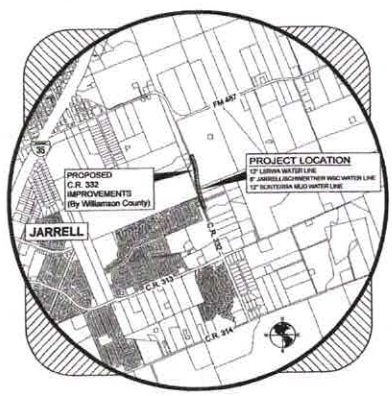
11/20/2023
JARRELL SCHWERTNER WSC — DATE
General Manager

ACCEPTED FOR CONSTRUCTION

11-22-2023
SONTERRA MUNICIPAL UTILITY DISTRICT — DATE
District Engineer

Review of the plans by the District is limited to Water, Wastewater and Drainage Facilities, and does not include a review of the adequacy of the design of facilities. In approving these plans, the District must rely on the adequacy of the work of the Design Engineer.

PLAN REVISIONS					
Revision No.	Sheet No.	Date	Description	Made By	Approved



S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-576
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4808
Fax: (512) 218-1668
www.sdkallman.com

STATE OF TEXAS
STEVEN D. KALLMAN
40702
REGISTERED
PROFESSIONAL ENGINEER

11-19-2023
STEVEN D. KALLMAN, P.E. — DATE

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	QUANTITIES (Lone Star Regional Water Authority)
4	QUANTITIES (Jarrell/Schwertner Water Supply Corporation)
5	QUANTITIES (Sonterra Municipal Utility District)
6	PLAN AND PROFILE STATION 0+00 - 12+00
7	PLAN AND PROFILE STATION 12+00 - 22+39.60
8	EROSION CONTROL PLAN
9	GENERAL CONSTRUCTION DETAILS - Sheet 1 of 2
10	GENERAL CONSTRUCTION DETAILS - Sheet 2 of 2

GENERAL NOTES

1. FOR EXISTING WATER UTILITIES OWNED BY OTHER UTILITY COMPANIES, THE UTILITY COMPANIES WATER DEPARTMENT WILL ASSIST THE CONTRACTOR IN LOCATING THESE UTILITIES. IF THE CONTRACTOR IS CARELESS IN DAMAGING EXISTING WATER AND WASTEWATER UTILITIES, IN THE OPINION OF THE OWNER AND ENGINEER, THE CONTRACTOR WILL BE REQUIRED TO REPAIR THE UTILITIES AT HIS EXPENSE.
2. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. FOR ASSISTANCE IN OBTAINING EXISTING WATER LOCATIONS, CONTACT THE LONE STAR REGIONAL WATER AUTHORITY AT (512) 455-4400 (DENNIS HENDRIX, CROSSROADS UTILITY CO.) ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.
3. IMPORTED CLEAN BEDDING MATERIAL SHALL BE PLACED 12" OVER, 6" UNDER AND 6" AROUND ALL WATER MAINS AND SERVICE LINES. THE BEDDING MATERIAL SHALL BE CLEAN PITRUN SAND OR GRAVEL MEDIUM SHALL BE CLEAN, WELL-GRADED AND CRUSHED SCREENING WITH 100% PASSING A 3/3" SIEVE, 95% PASSING A 3/4" SIEVE, THE PLASTICITY INDEX SHALL BE NO MORE THAN 12 WHEN TESTED IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION TEST METHOD TEX-106-E.
4. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION CONFERENCE BETWEEN THE LONE STAR REGIONAL WATER AUTHORITY, JERRELL/SCHWERTNER WSC, SCHTORRA MUD, MILOG, HIMSELF, THE ENGINEER, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES, AND ANY OTHER ENTITY THE AUTHORITY OR ENGINEER MAY REQUIRE.
5. THE CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS ON ONE (1) SECOND SET OF BLUELINES. THE CONTRACTOR SHALL THEN FURNISH THESE RECORDS TO THE ENGINEER AT THE END OF CONSTRUCTION. THE ENGINEER SHALL FURNISH THE LONE STAR REGIONAL WATER AUTHORITY ACCURATE "AS-BUILT" DRAWINGS WITHIN 30 DAYS OF COMPLETION OF ALL CONSTRUCTION. THESE "AS-BUILT" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEER (512-370-4404 EXT 15) PRIOR TO FINAL ACCEPTANCE.
6. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, AND ALL APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
7. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK WITHIN THE PERMANENT AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH, ROCKS AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
8. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.

WATER NOTES

1. PIPE MATERIAL FOR WATER MAINS SHALL BE C-900, CL 200 PVC, DR-14. ALL BURIED HORIZONTAL AND VERTICAL FITTINGS ON C-900 WATER PIPE SHALL BE ALL WITH MEGALUG RESTRAINTS, AND CONCRETE THRUST BLOCKS.
2. DEPTH OF COVER FOR WATER LINES SHALL BE AS SHOWN ON PLAN SHEETS AND FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING WATER SERVICES, SHALL BE 36" MEASURED TOP OF STREET OR GRATED AS SHOWN ON PLAN SHEETS.
3. ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON PIPE (AWWA D-105, MIN. CLASS 350). FIRE HYDRANT SHALL BE MUELLER 5' BURY AND LIMITED TO THOSE MANUFACTURED BY THE MUELLER COMPANY (CENTURION, 6 1/2" PUMPER OUTLET, TWO - 2 1/2" SIDE OUTLETS) OR APPROVED EQUAL.
4. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL 'S' BAG ENHANCED POLYETHYLENE ENCASEMENT AND SECURELY TAPED IN PLACE.
5. THE CONTRACTOR MUST OBTAIN A BULK WATER PERMIT OR PURCHASE AND INSTALL A WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER.
6. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION WITH HTH IN ACCORDANCE WITH AWWA STANDARD C651 OF ALL POTABLE WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING TEST GAUGES, SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTING MATERIAL) AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY LONE STAR REGIONAL WATER AUTHORITY PERSONNEL. WATER SAMPLES WILL BE COLLECTED BY THE LONE STAR REGIONAL WATER AUTHORITY TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM. DISCHARGE OF CHLORINATED WATER FROM TESTING SHOULD BE DECHLORINATED WITH CONTROLLED RELEASE AFTER TESTING.
7. SAMPLING TAPS SHALL BE GERDIGHT UP TO 5/8"ST ABOVE GRADE AND SHALL BE EASILY ACCESSIBLE FOR AUTHORITY PERSONNEL. SAMPLES FOR BACTERIOLOGICAL TESTING WILL BE COLLECTED BY THE CONTRACTOR NOT LESS THAN 24 HOURS AFTER THE TREATED LINE HAS BEEN FLUSHED OF THE CONCENTRATED CHLORINE SOLUTION AND CHARGED WITH WATER. THE CONTRACTOR SHALL PAY THE CHARGES FOR TESTING EACH WATER SAMPLE. ORIGINAL TESTING REPORTS SHALL BE PROVIDED TO THE ENGINEER.
8. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM PRESSURE HYDROSTATIC TESTING OF WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAUGES), SUPPLIES AND LABOR NECESSARY TO PERFORM THE TEST. PRESSURE TESTING SHALL BE MONITORED BY LONE STAR REGIONAL WATER AUTHORITY PERSONNEL.
9. THE CONTRACTOR SHALL PROVIDE THE LONE STAR REGIONAL WATER AUTHORITY NO LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION OR PRESSURE TESTING.
10. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON.
11. CONTACT THE LONE STAR REGIONAL WATER AUTHORITY (512) 455-4400 (DENNIS HENDRIX, CROSSROADS UTILITY COLLETOR ASSISTANCE IN OBTAINING EXISTING WATER LINE LOCATIONS.
12. SAMPLING COCKS AND/OR FLUSHING APPURTENANCES SHALL BE INSTALLED AT APPROXIMATE INTERVALS NOT TO EXCEED 1000'. EASTERN LOCATIONS. SAMPLING WILL NOT BE PERMITTED FROM FIRE HYDRANTS. ANY FITTINGS, VALVES OR OTHER APPURTENANCES NECESSARY FOR TESTING AND/OR STERILIZATION OF UTILITY LINES SHALL BE FURNISHED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
13. ANY EXISTING PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, DRIVEWAY CULVERTS, MAILBOXES, DECORATIVE YARD IMPROVEMENTS, YARD GRASS, ETC., THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. PAYMENT FOR REPLACEMENT OF THESE ITEMS IS SUBSIDIARY TO BID ITEMS FOR VARIOUS SIZES OF WATER LINE.
14. ALL WATER VALVE BOXES SHALL BE RAISED TO FINISHED GRADE AND CONCRETE VALVE COLLAR INSTALLED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL ACCEPTANCE.
15. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE LONE STAR REGIONAL WATER AUTHORITY, NORTERRA MUD, JARRELL-SCHWERTNER WSC OR CITY OF JARRELL. ALL VALVES SHALL REMAIN CLOSED UNTIL MAINS HAVE BEEN DISINFECTED, FLUSHED AND RELEASED FOR USE BY THE LONE STAR REGIONAL WATER AUTHORITY.
16. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES REQUIRED TO PREVENT DAMAGE TO ANY TREES. TREES DAMAGED SHALL BE RESTORED OR REPLACED AT THE CONTRACTOR'S EXPENSE. NO TREES SHALL BE REMOVED WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
17. THE CONTRACTOR SHALL FURNISH THE LONE STAR REGIONAL WATER AUTHORITY A MINIMUM OF TWO SETS OF OPERATING WRENCHES (VALVE KEYS) FOR WATER VALVES.
18. ONLY CAST IRON OR DUCTILE IRON VALVE BOXES AND RISERS ARE APPROVED
19. RISERS FITTINGS SHALL BE PRODUCTS MANUFACTURED BY MUELLER OR FORD
20. VALVES UP TO AND INCLUDING 12" SHALL BE RESILIENT SEATED, OPEN LEFT, LIMITED TO CLOW, AMERICAN DARLING, OR MUELLER

WATER NOTES (CONTINUED)

21. ALL LINES TO BE ABANDONED AFTER COMPLETION OF WATER LINES AND SERVICES SHALL BE CUT AND CAPPED (TILL ABANDONED WATER LINES UNDER PROPOSED ROADWAY SHALL BE FILLED WITH FLOWABLE FILL GROUT). COST TO BE INCLUDED WITH OTHER ITEMS. CONTRACTOR SHALL COORDINATE ALL SSW METERS AND RECONNECTS WITH THE LONE STAR REGIONAL WATER AUTHORITY, MARK DILL (321-7335).
22. LOCATE EXISTING WATER LINES TO VERIFY SIZE AND TYPE OF PIPE MATERIAL. PRIOR TO ORDERING REINFORCEMENTS.
23. SEPARATION OF WATER AND WASTEWATER LINES IN ACCORDANCE WITH TCEQ 290.44(e) OF TH RULES
    a. WATER LINES SHALL BE LOCATED 9 FEET, EDGE TO EDGE, FROM ANY EXISTING OR PROPOSED WW LINE
    b. EXCEPTION FOR LINE CROSSES IS A WATER LINE WHICH WAS LESS THAN 9' VERTICAL OR 4' HORIZONTAL OR FURTHER BETWEEN THEM. CONTRACTOR SHALL ADD CEMENT STABILIZED SAND BEDDING WHEN VERTICAL CLEARANCE EXISTS BY LESS OR SHALL BEGIN AT A MANHOLE AND TRANSITION TO SDR-35 WITH APPROVED COUPLING. INCLUDE COST OF THIS WORK IN UNIT PRICE BID FOR WATER LINE.
24. ALL EXPOSED AIR FITTINGS 4" AND SMALLER SHALL BE INSULATED WITH A POLYURETHANE WRAP WITH ALUMINUM PROTECTIVE SHELL

TRENCH SAFETY NOTES

1. IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5-FEET IN DEPTH IN STABLE ROCK AND COMPACT OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5- FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED.
2. IN ACCORDANCE WITH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN EMPLOYEES ARE REQUIRED TO BE IN TRENCHES 4-FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25-FEET OF LATERAL TRAVEL.
3. IF TRENCH SAFETY SYSTEM DETAILS WERE NOT PROVIDED IN THE PLANS BECAUSE TRENCHES WERE ANTICIPATED TO BE LESS THAN 5-FEET IN DEPTH, AND DURING CONSTRUCTION IT IS FOUND THAT TRENCHES ARE IN FACT 5 - FEET OR MORE IN DEPTH OR TRENCHES LESS THAN 5 - FEET IN DEPTH ARE IN AN AREA WHERE HAZARDOUS GROUND MOVEMENT IS EXPECTED, ALL CONSTRUCTION SHALL CEASE. THE TRENCHED AREA SHALL BE BARRICADED, AND THE ENGINEER NOTIFIED IMMEDIATELY. CONSTRUCTION SHALL NOT RESUME UNTIL APPROPRIATE TRENCH SAFETY SYSTEM DETAILS, AS DESIGNED BY A PROFESSIONAL ENGINEER ARE SUBMITTED TO AND ACCEPTED BY THE ENGINEER, AND A MUTUM FOR IMPLEMENTATION OF TRENCH SAFETY SYSTEMS IS ADDED TO THE CONTRACT BY CHANGE ORDER.

TRAFFIC MARKING NOTES

1. ANY METHODS, STREET MARKING AND SIGNS NECESSARY FOR WARNING MOTORISTS, WARNING PEDESTRIANS, OR DIVERTING TRAFFIC DURING CONSTRUCTION SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.
2. ALL PAVEMENT MARKINGS, MARKERS, PAINT, TRAFFIC BUTTONS, TRAFFIC CONTROLS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AND THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITIONS.
3. ALL SURE PITS THAT WILL BE LOCATED IN THE WILLIAMSON COUNTY TxDOT R.O.W. SHALL BE BACKFILLED AT THE END OF EACH WORK DAY. THE CONTRACTOR, AT HIS OPTION, MAY INSTALL TxDOT APPROVED BARRIERS AROUND THE OPEN PIT (SEE COVER WITH STEEL PLATES, EITHER OPTION MUST BE APPROVED BY WILLIAMSON COUNTY OR TxDOT PRIOR TO PLACEMENT.
4. UPON COMPLETION AND ACCEPTANCE OF PROJECT, THE CONTRACTOR SHALL PROVIDE TO THE ENGINEER, RECORD DRAWINGS INDICATING ACTUAL VERTICAL AND HORIZONTAL ALIGNMENT OF THE PROPOSED WATER LINES AS SHOWN THROUGHOUT THESE CONSTRUCTION DRAWINGS. THE ENGINEER SHALL PROVIDE APPROVED RECORD DRAWINGS TO SSW OWNER IN ELECTRONIC AND PRINTED PAPER FORMATS.

SPECIAL NOTES

1. THERE ARE THREE (3) EXISTING WATER SERVICE CONNECTIONS TO REPLACE ON THIS PROJECT.
2. THE CONTRACTOR WILL REINBURSE THE THREE UTILITY OWNERS OF RELOCATED WATER LINES HEREIN FOR WATER USED FOR PRESSURE TESTING AND FLUSHING.
3. PROPOSED WATER LINE CONSTRUCTION PLANS SHALL BE MADE FOLLOWING THE COMPLETED PRESSURE TESTING, STERILIZATION AND RECEIPT OF BAC-T TESTING RESULTS. LONE STAR REGIONAL WATER AUTHORITY (LSRWA), JARRELL-SCHWERTNER WSC (JJS), AND SCHTORRA MUD (SJM) SHALL BE NOTIFIED WHAT WILL BE CONTACTED BEFORE ANY VALVES ARE TURNED OR WATER LINES CUT.
4. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION DRAWINGS FOR THIS PROJECT.
5. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING A TEMPORARY 4 STRAND BARBED WIRE FENCE WITH STEEL T-POSTS ON THE NEW WATER LINE EASEMENT (PART WIDE) PRIOR TO UTILITY CONSTRUCTION EFFORTS. THIS FENCE WILL SEGUIDE THE LIVESTOCK (CATTLE) ON THE PROPERTIES WHERE THE RELOCATED WATER LINES WILL BE INSTALLED TO PROTECT THEM FROM HARM. FOLLOWING THE COMPLETION OF UTILITY CONSTRUCTION, THE PROPERTY OWNERS WILL EITHER LEAVE THE TEMPORARY FENCE IN PLACE OR REMOVE IT. THE CONTRACTOR MAY REMOVE IT AND BUILD A MORE PERMANENT FENCE ON THE RIGHT OF WAY LINE. REFER TO PLANS/PROFILE SHEETS FOR THE LIMITS OF TEMPORARY FENCE REQUIRED. THE COST OF THE TEMPORARY FENCE SHALL BE SUBSIDIARY TO THE BID ITEM FOR THE LONE STAR REGIONAL WATER AUTHORITY 12 INCH WATER LINE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARATION AND SUBMITTAL OF STORM WATER POLLUTION PREVENTION PLAN, NOI, & NOC. THE PLAN SHALL BE SEALED AND SIGNED BY A REGISTERED ENGINEER IN THE STATE OF TEXAS. THE SWPP SHALL INCLUDE THE QUANTITY OF SILT FENCE REQUIRED FOR THIS PROJECT.
7. BACKFILL ABOVE THE PIPE ZONE SHALL BE PLACED IN APPROXIMATELY 6 INCH LAYERS AND COMPACTED. NO ROCKS OR CLODS OVER 6 INCHES IN DIAMETER OR GREATEST DIMENSION WILL BE PERMITTED IN THE BACKFILL. WHEN LARGER THAN 3-INCH ROCKS OR CLODS ARE ENCOUNTERED IN THE TRENCH EXCAVATION, THE CONTRACTOR MAY MECHANICALLY SCREEN OUT THE LARGER ROCK OR CLODS AND DISPOSE OF THEM OFF OF THE CONSTRUCTION SITE AND UTILIZE THE FINE SOIL FOR BACKFILL. IF A SHORTAGE OF SUITABLE FINE SOIL OCCURS FOR BACKFILLING THE TRENCH, THE CONTRACTOR WILL IMPORT BACKFILL FOR THE TRENCH, SUITABLE TO THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
8. ALL PVC AND CU. FITTINGS ARE SUBSIDIARY TO THE VARIOUS SIZES OF WATER LINES FOR PAYMENT
9. ALL WATERLINE WORK WILL COMPLY WITH THE PLANS, AND CITY OF ROUND ROCK TECHNICAL SPECIFICATIONS.
10. ALL WATER SHUT-OFFS ARE TO BE DONE DURING THE DAYTIME HOURS OF 8:00 A.M. AND 5:00 P.M. CONTRACTOR TO SUBMIT PLAN THAT INCLUDES DESCRIPTION OF LABOR AND EQUIPMENT AND SEQUENCE OF WORK THEY PLAN TO EXECUTE TO ENSURE THAT WORK IS PERFORMED WITHIN THE DESIGNATED TIME FRAME.

PRESSURE PIPE HYDROSTATIC TESTING NOTES

1. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61—E AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI, AS REQUIRED BY 30 TAC § 290.44(a)(1).
2. THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON PIPE AND CONCRETE CYLINDER PIPE OR PVC PIPE APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY TYPICALLY IN AMERICA WATER WORKS ASSOCIATION (AWWA) STANDARD C600-05 AS REQUIRED IN 30 TAC § 290.44(a)(2). PLEASE SHOW THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA TO BE USE.

$$L = \frac{SD\sqrt{P}}{148,000}$$

WHERE:

L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR
S = LENGTH OF PIPE BEING TESTED, IN FEET
D = NOMINAL DIAMETER OF THE PIPE, IN INCHES, AND
P = AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH
PRESSURE CLASS OF THE PIPE DURING THE

3. PROJECTS CONSTRUCTED ON OR AFTER JANUARY 4, 2014 MUST COMPLY WITH CHANGES TO THE SAFE DRINKING WATER ACT THAT REQUIZ THE MINIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES TO 0.25 PERCENT.
4. THE CONTRACTOR SHALL DISINFECT THE NEW WATER MAINS IN ACCORDANCE WITH AWWA STANDARD C651 AND THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSES TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1000 FEET OF COMPLETED WATER LINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER. IN ACCORDANCE WITH 30 TAC §290.44(f)(3).
5. IN ACCORDANCE WITH 30 TAC §290.42(l)(2)(A)(v), VACUUM BREAKERS MUST BE PROVIDED ON EACH HOSE BIBB WITHIN A PLANT FACILITY.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE FOLLOWING WILLIAMSON COUNTY NOTES, BEFORE ANY WORK CAN BE DONE IN THE WILLIAMSON COUNTY RIGHTS-OF-WAY, COPIES OF THE APPLICATION CAN BE FOUND AS AN ATTACHMENT IN THE "CONTRACT REQUIREMENTS AND SPECIFICATIONS" FOR THIS CONTRACT.

WILLIAMSON COUNTY NOTES:

1. COUNTY ROAD RIGHT-OF-WAY REPAIR/RESTORATION - ALL DAMAGED PAVEMENT SHALL BE REPAIRED IN ACCORDANCE WITH ATTACHED WILLIAMSON COUNTY TYPICAL LEL AND PERPENDICULAR UTILITY CUT DESIGN (SEE DETAIL ON "GENERAL CONSTRUCTION DETAILS" SHEET)
2. ALL WORK SHALL BE IN COMPLIANCE WITH WILLIAMSON COUNTY SPECIFICATIONS.
3. A PERFORMANCE BOND IN THE AMOUNT OF $500.00 MINIMUM, EXECUTED BY A SURETY COMPANY OR SURETY COMPANIES AUTHORIZED TO EXECUTE SURETY BONDS IN ORDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXACT AMOUNT OF THE BOND IS TO BE DETERMINED BY WILLIAMSON COUNTY DEPENDING ON THE EXTENT OF THE PROJECT.
4. A TRAFFIC CONTROL PLAN, IN COMPLIANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE PROVIDED BY THE CONTRACTOR.
5. CONTRACTOR SHALL FILE A "CONTRACTOR'S LIABILITY AGREEMENT" PRIOR TO ISSUANCE OF PERMIT.
6. FRANCHISED UTILITIES (CITY OF AUSTIN, SOUTHERN UNION GAS, SOUTHWESTERN BELL, ETC.) ARE NOT REQUIRED TO PROVIDE A BOND OR PAY A PERMIT FEE IF THEY DO THE WORK WITH THEIR OWN WORK FORCE. CONTRACTORS WILL PAY A FEE OF $100.00

SEQUENCE OF CONSTRUCTION

1. INSTALL SILT FENCE PROTECTION
2. INSTALL THE PROPOSED WATER LINES
3. PRESSURE TEST THE WATER LINES, STERILIZE AND MAKE CONNECTIONS.
4. RESTORE ALL DISTURBED AREAS AND REVEGETATE (IRRIGATE AS REQUIRED).
5. REMOVE EROSION CONTROLS FOLLOWING 85% GRASS GROWTH.

PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: RM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL:
DATE: OCT, 2022
FILE:
PROJECT NO. 724-1833

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-516
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1668
www.sdkallman.com

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

GENERAL NOTES

STEVEN S. KALLMAN
40762
11-14-22

SHEET OF
2
10
138

Water Line Relocation Project Along County Rd. 332
in Williamson County, Texas

PROJECT: Lone Star Regional Water Authority - 12" Water Line

BIDDER: _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TEDY SPEC	DESCRIPTION	BID QUANTITY Plan Sheet Numbers 6	7	8	TOTAL	UNIT MEASURE	UNIT COST	AMOUNT (BID)
1	610.1	12" PVC, C-900, DR 14 Class 200 Water Line including Trench Work, 11 Fittings and Construction Staking	1330	1040	0	2340	LF		$ -
2	610.1	12" Wet Connection on the Existing Lone Star Regional Water Authority 12" Water Line	1	1	0	2	EA		$ -
3	511.3(A)	12" Gate Valve, Box and Marker	1	1	0	2	EA		$ -
4	511.3(D)	2" Automatic Air and Vacuum Relief Valve Assembly, including Double Strap Brass Tapping Saddle on 12" PVC Water Line	1	1	0	2	EA		$ -
5	610.4(2)(a)	Water for Flushing Water Lines, paid to Lone Star Regional Water Authority	21.15	18.3	0	39.45	THSD GAL		$ -
6	506.1	Trench Safety Systems	1330	1040	0	2340	LF		$ -
7	510.2	Traffic Control Plan Development and Implementation	0	0	1	1	LS		$ -
8	Special Notes - Plan 2	Storm Water Pollution Prevention Plan Design and Implementation	0	0	1	1	LS		$ -
9	510.3(10)	Restoration and Revegetation	0	0	1	1	LS		$ -
10	510.3(1)a	Flow able Fill within abandoned 12" Water Line under Proposed Roadway	130	325	0	455	LF		$ -
11	506.1	SW Fence for Erosion Control	0	0	1097	1097	LF		$ -
12	511.3(5)	6" Flush Valve Assembly	1	0	0	1	EA		$ -
13	Detail - Plan 9	20' Wide Double-Swing Ranch Gate - 5 Bar Gate	1	1	0	2	EA		$ -
14	Detail - Plan 9	20' Wide Double-Swing Ranch Gate - 5 Bar Gate	0	4	0	4	EA		$ -
		TOTAL AMOUNT OF BID							$ -

_____ Dollars and _____ Cents

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TBM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL: _____
DATE: Oct, 2023 FILE: PROJECT NO. 724-1833

S.D. KALLMAN, L.P.
Engineer/Land Environmental Consultants
TBPE Firm Registration No. F-516
1326 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4454
Fax: (512) 218-1408
www.sdkallman.com

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

QUANTITIES
(Lone Star Regional Water Authority)

STEVEN D. KALLMAN 40702 REGISTERED PROFESSIONAL ENGINEER 11-14-23

SHEET NO. 3 OF 10

Water Line Relocation Project along County Rd. 332
in Williamson County, Texas
PROJECT: Jarrell-Schwertner WSC - 8" Water Line **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY Plan Sheet Numbers 6	7	TOTAL	UNIT MEASURE	UNIT COST	AMOUNT BID
1	510.1	8" PVC, C-900, DR 14 Class 200 Water Line including Tracer Wire, D.I. Fittings and Construction Staking	1209	1946	3155	LF	$	$ -
2	510.1	3" Wet Connection on the existing Jarrell-Schwertner WSC Water Line	1	1	2	EA	$	$ -
3	511.3(A)	8" Gate Valve, Box and Marker	1	1	2	EA	$	$ -
4	510.4(2)(c)	Water for Flushing Water Lines, paid to Jarrell-Schwertner WSC	9.45	8.1	17.55	THOU. GAL.	$	$ -
5	511.3(D)	2" Automatic Air and Vacuum Relief Valve Assembly, including Double Strap Screw Tapping Saddle on 8" PVC Water Line	1	1	2	EA	$	$ -
6	511.3(G)	6" Flush Valve Assembly	1	0	1	EA	$	$ -
7	510.3(2)(c)(i)	Single Water Service including Meter Box and Meter	0	3	3	EA	$	$ -
8	508.1	Trench Safety Systems	1206	1949	3155	LF	$	$ -
9	510.5(1)(a	Flowable Fill w Bkn stone/sand 3" Water Line under Proposed Roadw ay	130	470	600	LF	$	$ -

TOTAL AMOUNT OF BID _____ Dollars and _____ Cents

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TRM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL: _____
DATE: Oct, 2022 FILE: PROJECT NO. 731-1833

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-510
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4494
Fax: (512) 218-1048
www.sdkallman.com

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

QUANTITIES
(Jarrell/Schwertner Water Supply Corporation)

STEVEN D. KALLMAN 40702 11-14-23

SHEET 4 OF 10

Water Line Relocation Project Along County Rd. 332
in Williamson County, Texas
Sonterra MUD - 12" Water Line

PROJECT: _____ BIDDER: _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY: Plan Sheet Number 7	BID QUANTITY: TOTAL	UNIT MEASURE	UNIT COST	AMOUNT BID
1	510.1	12" PVC, C-900, DR-14 Class 200 Water Line including Tracer Wire, D1 Fittings and Construction Staking	6&8	605	LF		$ -
2	510.1	12" PVC, C-900, DR-14 Class 200 Restrained Joint Water Line within 24" Encasement Pipe, including Casing Spacers	6&8	20	LF		$ -
3	391.4(C)	Bore under existing County Road 332 and install 24" Steel Encasement Pipe coated inside and outside not including 12" Restrained Joint Carrier Pipe.	6&8	60	L.F.		$ -
4	510.1	12" Wet Connection on the Existing Sonterra MUD 12" Water Line	2	2	EA		$ -
5	511.3(A)	12" Gate Valve, Box and Marker	1	1	EA		$ -
6	510.4(2)(d)	Water for Flushing Water Lines, paid to Sonterra MUD	10.8	10.8	THOU GAL		$ -
7	509.1	Trench Safety Systems	6&8	605	LF		$ -
8	511.3(D)	2" Blow off Assembly	1	1	EA		$ -
9	510.1	Flowable Fill within Abandoned 12" Water Line under Proposed Roadway	11&5	115	LF		$ -
		TOTAL AMOUNT OF BID _____ Dollars and _____ Cents					$ -

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TSM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL:
DATE: Oct, 2023

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-516
3106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-5668
www.sdkallman.com

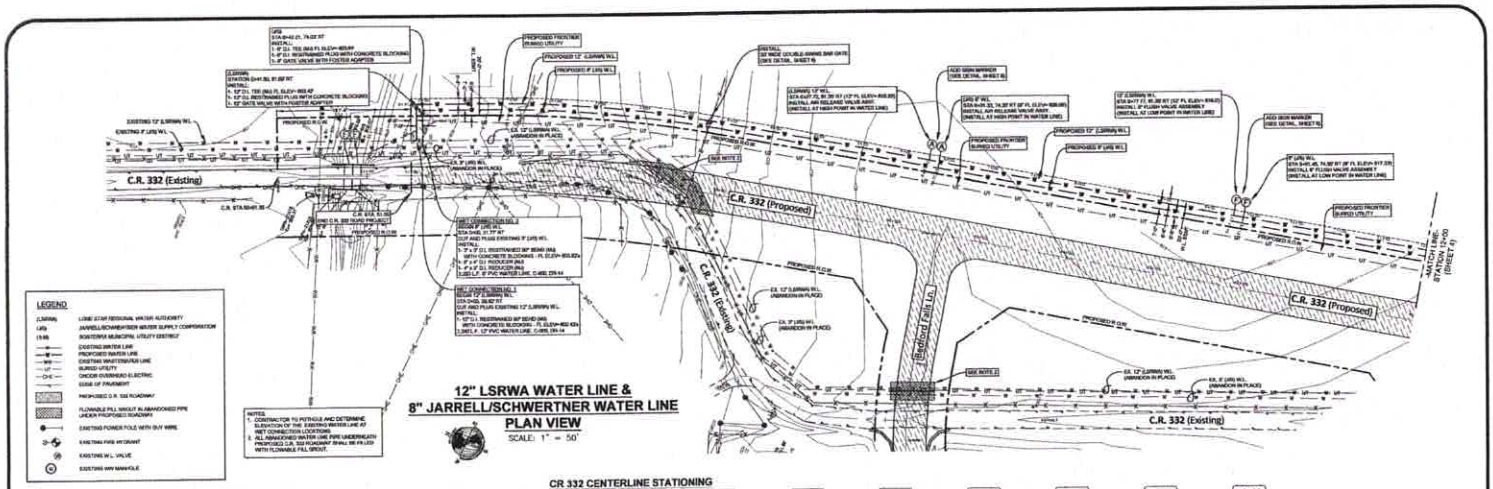
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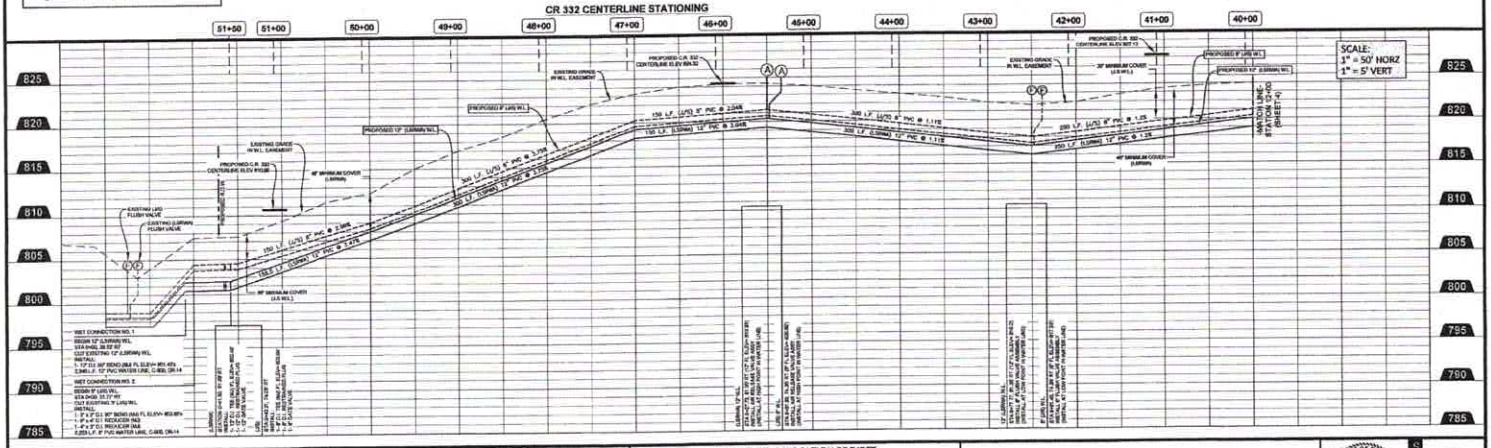
WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

QUANTITIES
(Sonterra Municipal Utility District)

STATE OF TEXAS
STEVEN D. KALLMAN
92782
LICENSED PROFESSIONAL ENGINEER
11-19-23

SHEET NO. 5 OF 10





PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: HM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL:
DATE: Oct, 2017

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-536
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
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www.sdkallman.com

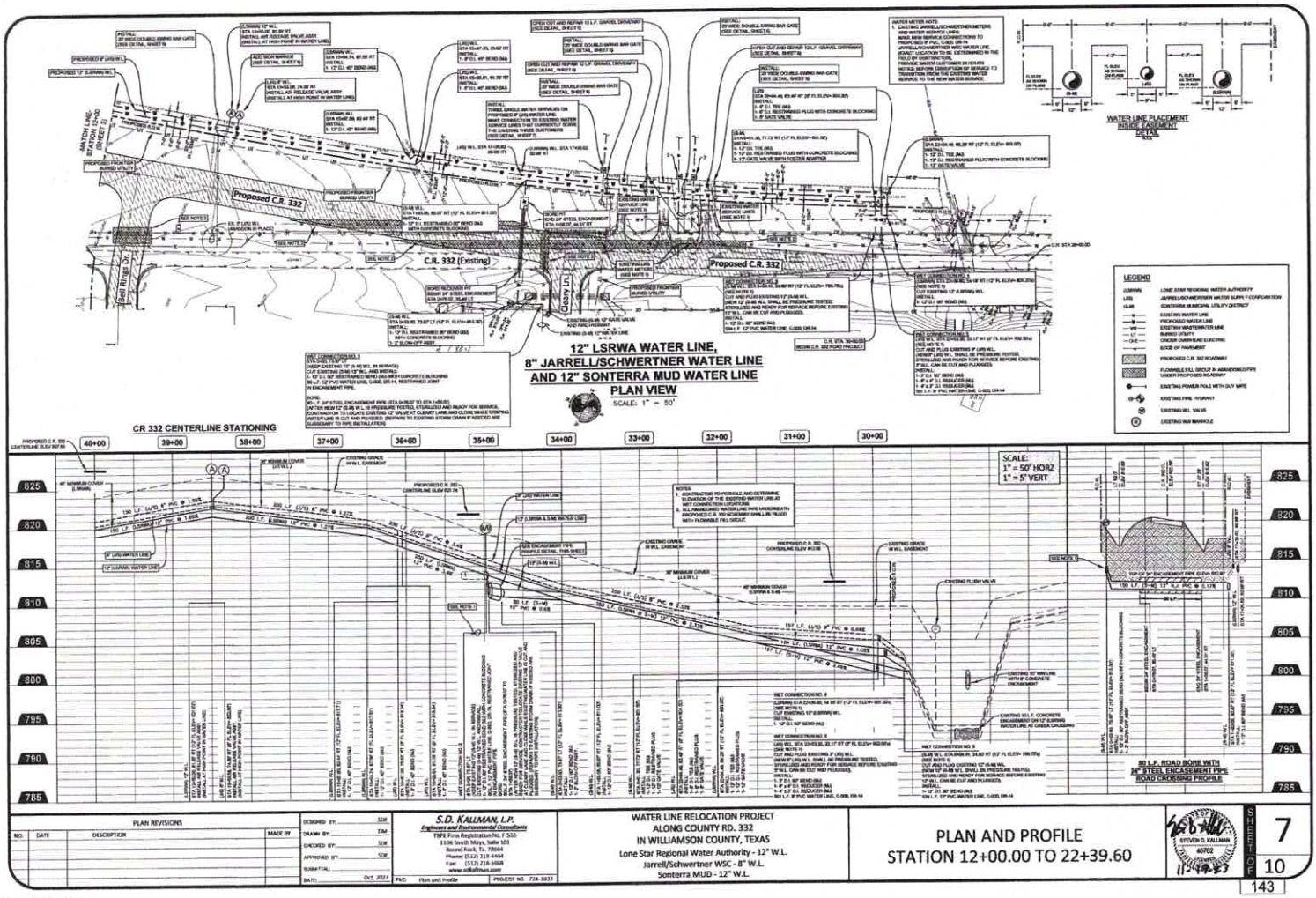
FILE: Plan and Profile PROJECT NO. 774-1813

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

PLAN AND PROFILE
STATION 0+00.00 TO 12+00.00

STATE OF TEXAS
STEVEN G. KALLMAN
107762
11-7-17

SHEET OF
6
10
142



PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TIM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL: DATE: Oct, 2022

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-535
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1698
www.sdkallman.com

FILE: Plan and Profile PROJECT NO. 724-1833

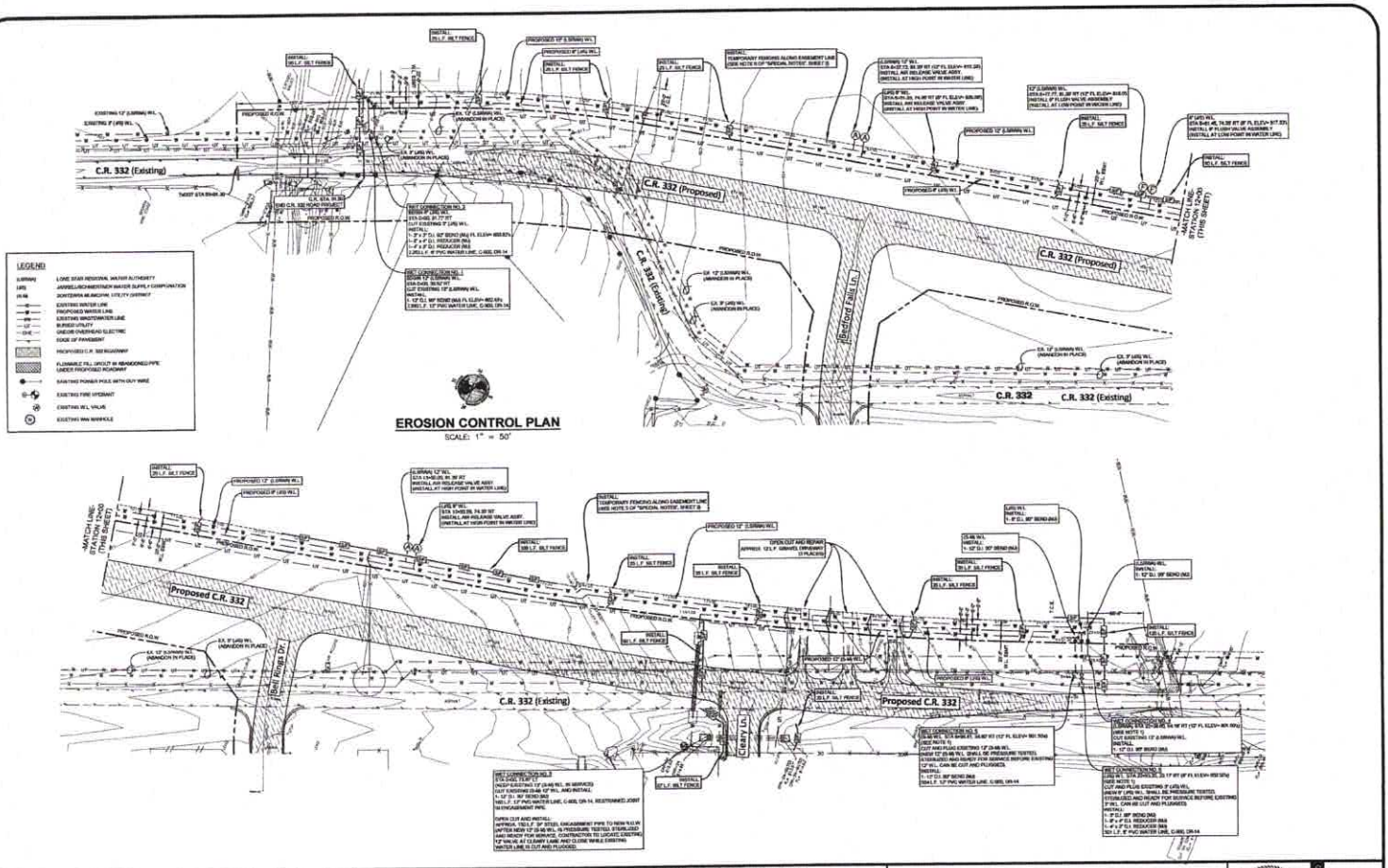
WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

PLAN AND PROFILE
STATION 12+00.00 TO 22+39.60

STEVEN D. KALLMAN
65702
11-29-22

SHEET OF 7 10

143



PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TIM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL:
DATE: Oct. 2023

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-516
1106 South Main, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1668
www.sdkallman.com

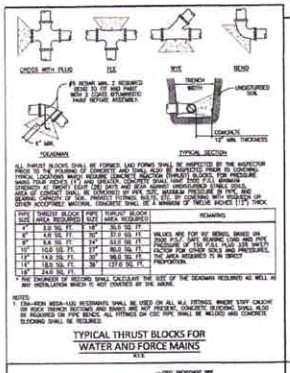
FILE: Plan and Profile PROJECT NO. 724-1833

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

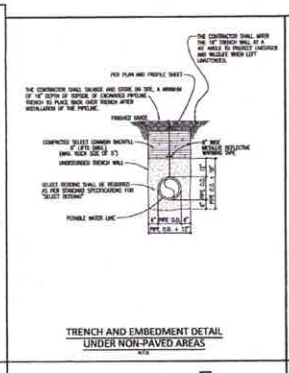
EROSION CONTROL PLAN

STEVEN D. KALLMAN
40782
11-19-23

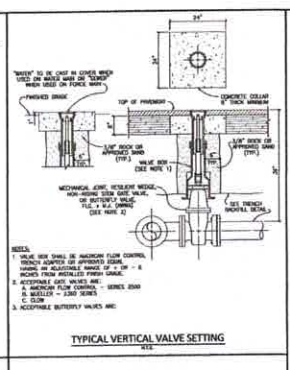
SHEET NO. 8
10
144



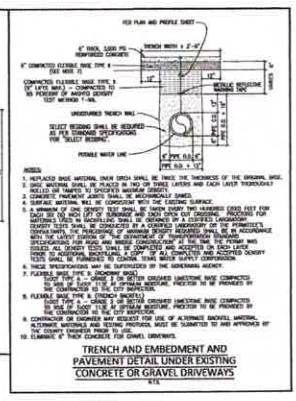
TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAINS



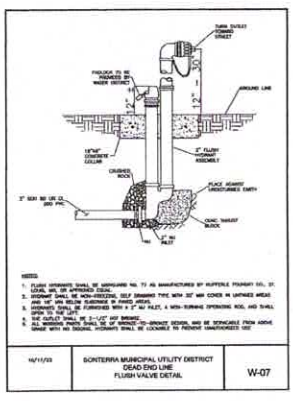
TRENCH AND EMBEDMENT DETAIL UNDER NON-PAVED AREAS



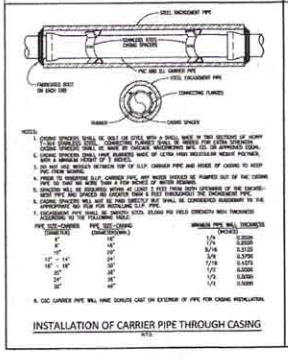
TYPICAL VERTICAL VALVE SETTING



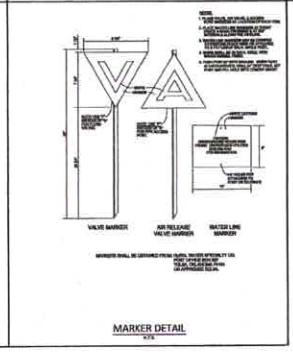
TRENCH AND EMBEDMENT AND PAVEMENT DETAIL UNDER EXISTING CONCRETE OR GRAVEL DRIVEWAYS



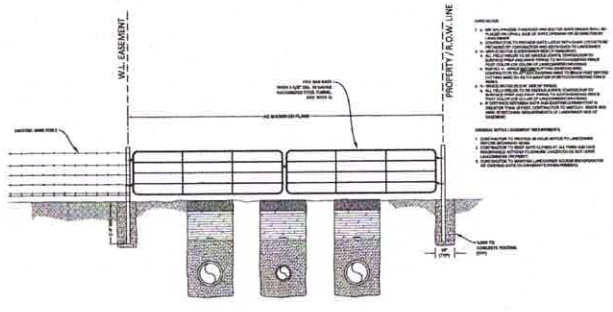
10/11/23	SONTERRA MUNICIPAL UTILITY DISTRICT DEAD END LINE FLUSH VALVE DETAIL	W-07



INSTALLATION OF CARRIER PIPE THROUGH CASING



MARKER DETAIL



FIVE BAR GATE DETAIL

PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TBH
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL:
DATE: OCT. 2023

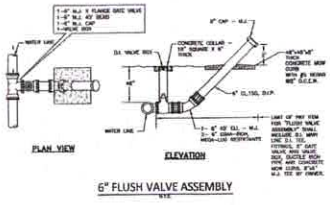
S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-510
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1668
www.sdkallman.com
PROJECT NO. 724-1833

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

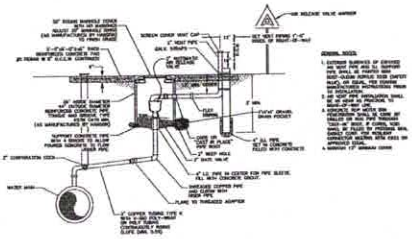
GENERAL CONSTRUCTION DETAILS
(Sheet 1 of 2)

STEVEN D. KALLMAN 40762 LICENSED PROFESSIONAL ENGINEER 11-14-23

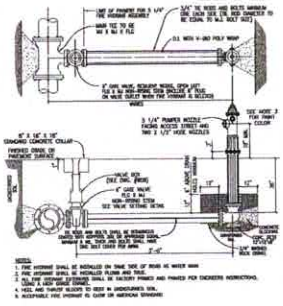
SHEET NO. 9
10
145



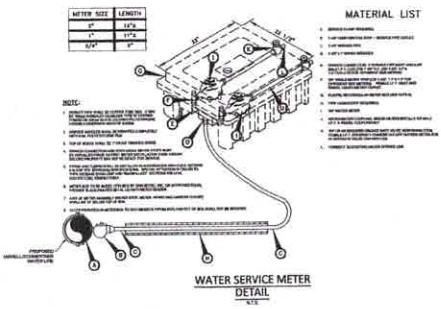
6" FLUSH VALVE ASSEMBLY
N.T.S.



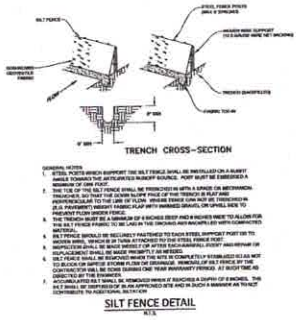
2" AUTOMATIC AIR RELEASE VALVE DETAIL
N.T.S.



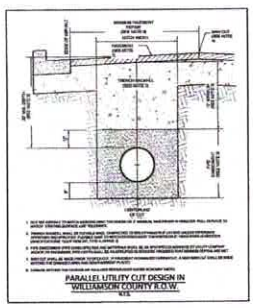
TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



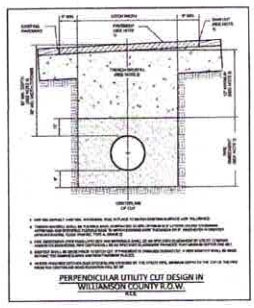
WATER SERVICE METER DETAIL
N.T.S.



SILT FENCE DETAIL
N.T.S.



PARALLEL UTILITY CUT DESIGN IN WILLIAMSON COUNTY R.O.W.
N.T.S.



PERPENDICULAR UTILITY CUT DESIGN IN WILLIAMSON COUNTY R.O.W.
N.T.S.

PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TSM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL:
DATE: Oct. 2023 FILE: PROJECT NO. 724-1833

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-516
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1668
www.sdkallman.com

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

GENERAL CONSTRUCTION DETAILS
(Sheet 2 of 2)

STATE OF TEXAS
STEVEN D. KALLMAN
40782
LICENSED PROFESSIONAL ENGINEER
11-14-23

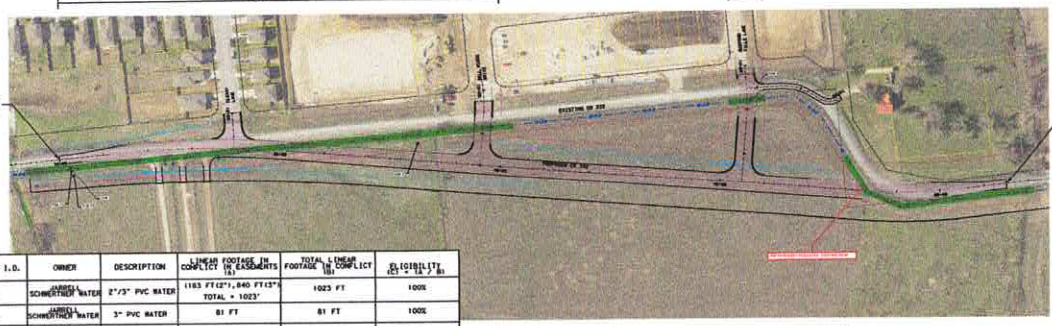
SHEET OF 10
10
146

EXHIBIT C

JARRELL SCHWERTNER 2" AND 3" WATER AND METERS IN CONFLICT WITH PROPOSED PAVEMENT AND DITCH CUTS (4A)
1023 FT

JARRELL SCHWERTNER 3" WATER IN CONFLICT WITH PROPOSED PAVEMENTS AND DITCH CUTS (4C)
81 FT

PROJECT START
STA. 30+00.00



PROJECT END
STA. 51+50.00

CONFLICT I.D.	OWNER	DESCRIPTION	LINEAR FOOTAGE IN CONFLICT IN EASEMENTS (A)	TOTAL LINEAR FOOTAGE IN CONFLICT (B)	ELIGIBILITY (C) = (A) / (B)
4A	JARRELL SCHWERTNER WATER	2"/3" PVC WATER	(183 FT(2"), 840 FT(3" TOTAL = 1023'	1023 FT	100%
4C	JARRELL SCHWERTNER WATER	3" PVC WATER	81 FT	81 FT	100%
4E	JARRELL SCHWERTNER WATER	3" PVC WATER	363 FT	363 FT	100%
		SUM OF LINEAR FOOTAGE	1467 FT	1467 FT	100%

JARRELL SCHWERTNER 3" WATER IN CONFLICT WITH PROPOSED PAVEMENT & DITCH CUTS (4E)
363 FT

LEGEND

WILLIAMSON COUNTY

CobbFendley

PROPOSED CR 332
JARRELL SCHWERTNER
WATER SUPPLY
ELIGIBILITY

Commissioners Court - Regular Session **53.**

Meeting Date: 03/05/2024

CR 279 @ Bagdad Rule 11 Settlement Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Rule 11 Condemnation Agreement with Jeffrey W. Vogel to acquire 0.272 acres needed as right of way on the CR 279 @ Bagdad Rd. project (Parcel 29). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 01:09 PM
Form Started By: Charlie Crossfield		Started On: 02/29/2024 10:13 AM
Final Approval Date: 02/29/2024		

Sheets & Crossfield, P.C.
ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986

February 21, 2024

CONDEMNATION AGREEMENT

Via email troy@mcneryvoelker.com
Troy Voelker
McNery & Voelker, P.C.
500 Round Rock Avenue, Suite 2
Round Rock, Texas 78664

Re: CR 279 @ Bagdad — Parcel 29 (Vogel)
Cause No. 23-1975-CC3; *Williamson County, Texas v. Jeffrey W. Vogel, Mortgage Electronic Registration Systems, Inc. and Sente Mortgage, Inc.*

Dear Mr. Voelker:

This letter will constitute a Rule 11 of the Texas Rules of Civil Procedure and Condemnation Agreement ("Agreement") between Williamson County, Texas ("County") and Jeffrey W. Vogel ("Owner") in connection with the project identified herein and the property to be acquired as part of the County Road 279 construction project ("Project"). The terms of this Agreement and the settlement reached are as follows:

1. Subject to final approval by the Commissioners' Court, the County agreed to pay, and Owner agree to accept, the total sum of FORTY-SIX THOUSAND EIGHT HUNDRED TEN and 00/100 Dollars ($46,810.00) in total compensation to the Owner in the above-referenced lawsuit for the acquisition of the right-of-way interests referenced in County's petition on file in the above-referenced cause number, and any damages to the remaining property of Owner not acquired ("Property"), with such location and acquisition as further described in County's current pleading on file in this case.

2. The parties agree to enter the agreed amount of FORTY-SIX THOUSAND EIGHT HUNDRED TEN and 00/100 Dollars ($46,810.00) (the "Agreed Award") at the Special Commissioners Hearing designated to take place on or before 10:00 am on March 13, 2024, at 100 Wilco Way, Suite 225, Georgetown, Texas, in the above-referenced lawsuit. It is further agreed that neither Owner nor County will file objections to the

Agreed Award of Special Commissioners. Following the deposit of the Agreed Award into the Registry of the Court, the parties agree to enter a Judgment in the Absence of Objections to dismiss the above-referenced lawsuit. Thereafter, each party agrees to pay their own fees and costs.

3. As a part of the Project, County agrees to reconstruct Owner's driveway, between the edge of the proposed Project roadway improvements and the remaining property of Owner, in the location and according to the specifications as shown in Exhibit "A" which is attached hereto and incorporated herein. Access to Owner's remaining property shall be maintained until the completion of said replacement driveway. By execution of this Agreement, Owner shall allow County, its agents, and contractors to temporarily access the remaining property of Owner solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

If this letter sets forth the terms of our Agreement reached between County and Owner, please indicate by executing this letter in the space indicated below on behalf of the Owner.

Very truly yours,

Adam H. Hill
Sheets & Crossfield, P.L.L.C.
Attorneys for Williamson County, Texas

AGREED AND ACCEPTED:

JEFFREY W. VOGEL

By: _____

Troy Voelker
Attorney for Jeffrey W. Vogel

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

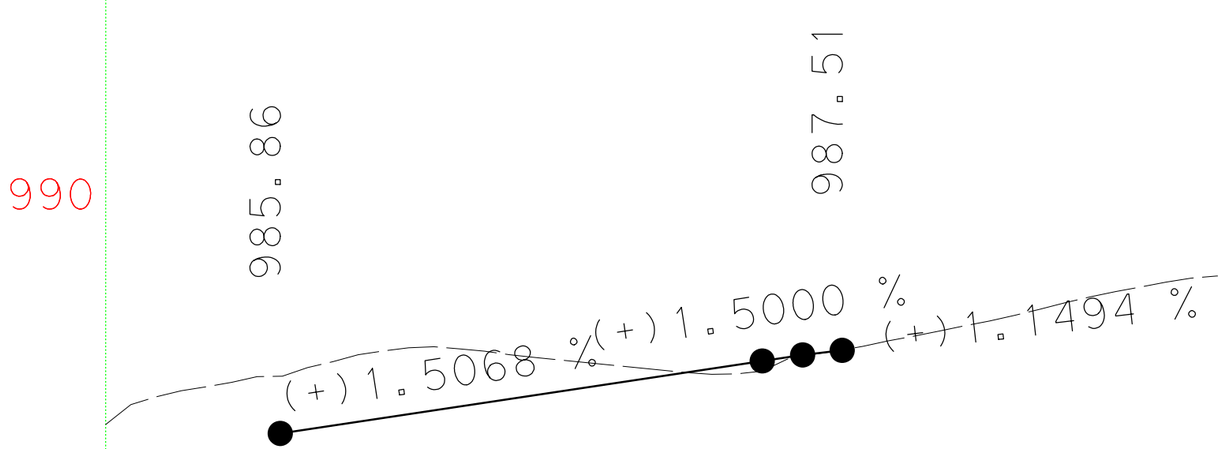
By: _____

Date: _____


R 20'
R 20'

STA = 11+38.04
EL = 987.42'

STA = 11+30.04
EL = 987.30'



BAGDAD
221+77.82 7 1
SUP
proposed new
driveway location
EXIST ROW
EXIST ROW
4:1
3.5:1
eliminate VFS
N 10222763.2842
E 3060594.3619
N 10222789.8792
E 3060741.9854
N 10222816.4742
E 3060889.6090

BAGDAD
221+80.0071

EXIST ROW

EXIST ROW

4:1

3.5:1

N 1022027.65 4343
E 3060593.9745

N 1022027.92 0293
E 3060741.5981

N 1022028.18 6244
E 3060889.2216

221+90.00 / 1

EXIST ROW

EXIST ROW

4:1

3.5:1

N 1022775.2759
E 3060592.2015

N 1022801.8709
E 3060739.8251

N 1022828.4659
E 3060887.4486

BAGDAD
222+00.0071

EXIST ROW

EXIST ROW

4:1

3.5:1

970

N 1022785.1175
E 3060590.4285

N 1022811.7125
E 3060738.0521

N 1022838.3475
E 3060885.6756

BAGDAD
222+10.00 71

EXIST ROW

EXIST ROW

4:1

3.5:1

970

N 10202794.9590
E 3060588.6555

N 10202821.5541
E 3060736.2791

N 10202848.1491
E 3060883.9026

BAGDAD
222+15.160 / 1

EXIST ROW

EXIST ROW

4:1

3.5:1

970

N 1022028.4638
E 3060387.6629

N 1022027.0638
E 3060735.2865

N 1022025.6588
E 3060882.9100

Commissioners Court - Regular Session **54.**

Meeting Date: 03/05/2024

Hero Way Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 4.377 acres as Right of Way and 0.289 acres as an electric easement required for the construction of Hero Way. (The Park at Cypress Creek, LLC/ Parcel 333 and 333E) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/29/2024 12:58 PM
Form Started By: Charlie Crossfield		Started On: 02/28/2024 11:19 AM
Final Approval Date: 02/29/2024		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 4.377 acres (Parcel 333) and an easement acquisition to that certain tract of land being 0.289 acres (Parcel 333E) described by metes and bounds in Exhibits "A&B" owned by **the PARK AT CYPRESS CREEK, LLC.** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 333
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 333

METES & BOUNDS DESCRIPTION FOR A 4.377 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 26.379 ACRE TRACT OF LAND AS CONVEYED TO LARRY D. PRESLER AND HELEN L. PRESLER, TRUSTEES OF THE PRESLER FAMILY TRUST BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 9834756 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.377 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a C.R. 269) (width varies), at the northeast corner of the above described Presler Tract, and at the northwest corner of a called 34.834 acre tract of land as conveyed to Vivek Mahendru by Warranty Deed with Vendor's Lien recorded in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod with cap stamped "SAM LLC" found on the south right-of-way line of said Hero Way, at an exterior corner of said 34.834 acre Mahendru Tract, and at the northwest corner of a called 1.00 acre tract of land as conveyed to Vivken Mahendru and Wife, Lisa K. Mahendru by General Warranty Deed recorded in Document Number 2004077519 of the Official Public Records of Williamson County, Texas, bears N 70°05'28" E a distance of 201.93 feet;

THENCE, with the east line of said Presler Tract and the west line of said 34.834 acre Mahendru Tract, S 21°08'16" E a distance of 372.43 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,884.77, E: 3,087,023.65) set for the southeast corner of the herein described tract, 207.05 feet right of FM 2243 baseline station 158+30.50, from which a 1/2-inch iron rod found for an angle point in line common to said 34.834 acre Mahendru Tract and a called 20.00 acre tract of land as conveyed to Vivek Mahendru by Warranty Deed with Vendor's Lien recorded in Document Number 2004065019 of the Official Public Records of Williamson County, Texas, bears S 21°08'16" E a distance of 409.63 feet;

THENCE, over and across said Presler Tract, along a curve to the right, an arc distance of 459.96 feet, having a radius of 11,137.00 feet, a central angle of 02°51'59" and a chord which bears S 74°11'23" W a distance of 459.92 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for a point of tangency, 201.59 feet right of FM 2243 baseline station 153+79.52;

THENCE, continuing over and across said Presler Tract, S 75°22'22" W a distance of 88.80 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the west line of said Presler Tract and on the east line of a called 26.931 acre tract of land as conveyed to Vivek Mahendru by Warranty Deed with Vendor’s Lien recorded in Document Number 2004065021 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 201.03 feet right of FM 2243 baseline station 152+92.43, from which a 5/8-inch iron rod found at the southwest corner of said 20.00 acre Mahendru Tract and at the southeast corner of said 26.931 acre Mahendru Tract, bears S 21°12’14” E a distance of 1,783.94 feet;

THENCE, with the west line of said Presler and the east line of said 26.931 acre Mahendru Tract, N 21°12'14" W a distance of 321.33 feet to a calculated point on the south right-of-way line of said Hero Way, at the northwest corner of said Pressler Tract, and at the northeast corner of said 26.931 acre Mahendru Tract, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of said 26.931 acre Mahendru Tract, bears S 69°02’16” W a distance of 557.23 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said Presler Tract, N 69°02'16" E a distance of 546.53 feet to the **POINT OF BEGINNING** and containing 4.377 acres (190,663 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on April 21, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.

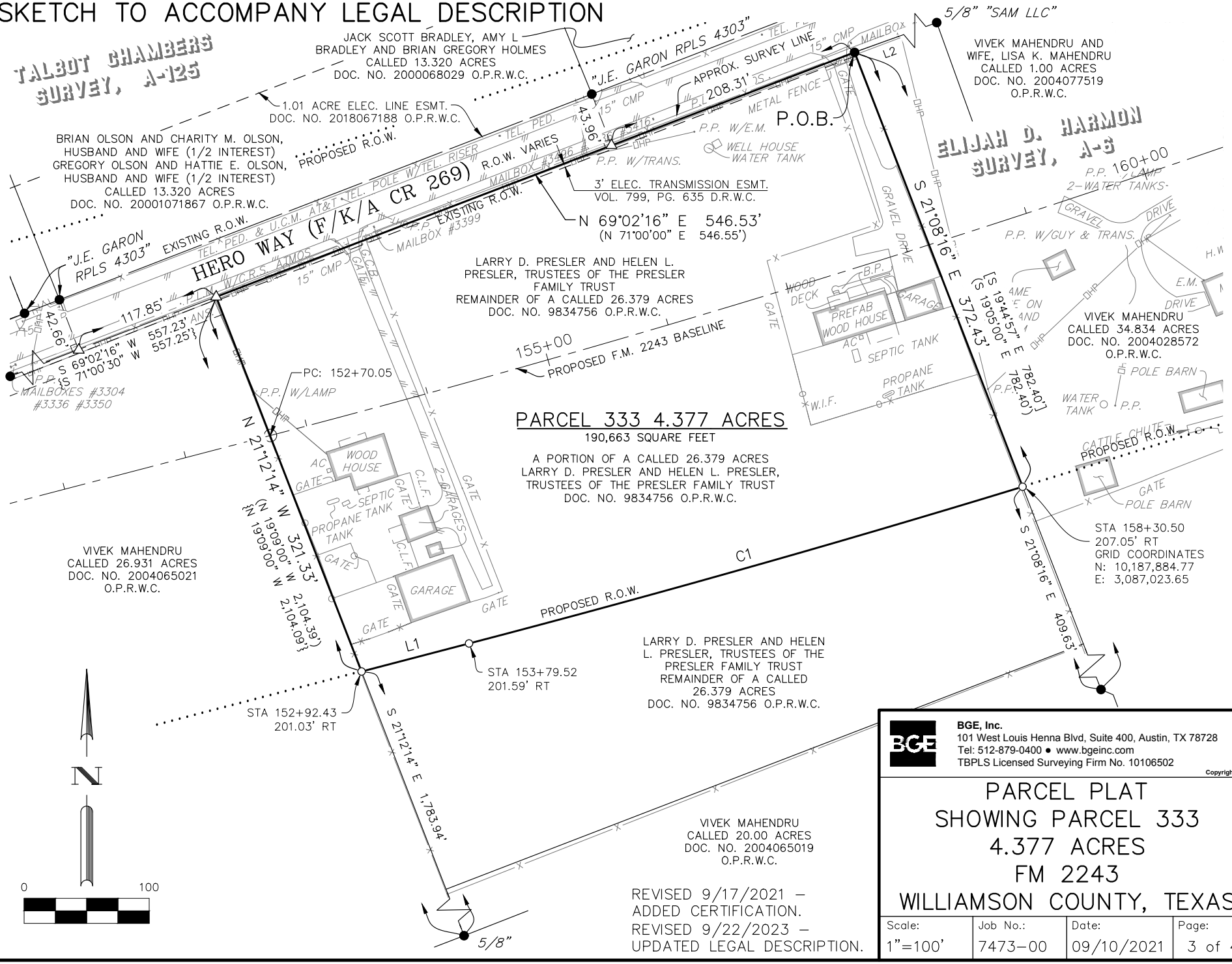


9/22/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 10, 2021
Revised:	September 22, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 9/17/2021 – ADDED CERTIFICATION.
REVISED 9/22/2023 – UPDATED LEGAL DESCRIPTION.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2023

PARCEL PLAT SHOWING PARCEL 333 4.377 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/10/2021	3 of 4

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LEGEND

B.P.	BRICK PAVERS
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
E.M.	ELECTRIC METER
ESMT.	EASEMENT
G.P.	GATE POST
NO.	NUMBER
O..R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.I.F.	WROUGHT IRON FENCE
( )	RECORD INFO FOR DOC. NO. 9834756 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2004028572 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 3' ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NUMBER 2010083082, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AND IS BLANKET IN NATURE.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 75°22'22" W	88.80'
L2	N 70°05'28" E	201.93'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	[N 71°30' E]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	459.96'	11,137.00'	2°21'59"	S 74°11'23" W	459.92'

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on April 21, 2021 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

9/22/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 9/17/2021 – ADDED CERTIFICATION.
REVISED 9/22/2023 – UPDATED LEGAL DESCRIPTION.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 333
4.377 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/10/2021	4 of 4

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EXHIBIT B

County: Williamson
Parcel: 333E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 333E

METES & BOUNDS DESCRIPTION FOR A 0.289 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 1.988 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO THE PARK AT CYPRESS CREEK, LLC, BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021145415 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.289 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a C.R. 269) (width varies) (no deed of record found), at the northeast corner of a called 4.377 acre tract of land described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by said Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, and at the northwest corner of a called 33.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, LTD by Contribution Deed recorded in Document Number 2021182868, and described in Document Number 2004028572, both of the Official Public Records of Williamson County, Texas; Thence, with the east line of said Park at Cypress Creek Tract 2 and the west line of said JNK Tract 1, S 21°08'16" E a distance of 372.43 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,884.77, E: 3,087,023.65) set at the southeast corner of said Park at Cypress Creek Tract 2 and at the northeast corner of the above described Park at Cypress Creek Tract 1, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 207.05 feet right of FM 2243 baseline station 158+30.50;

THENCE, with the east line of said Park at Cypress Creek Tract 1 and the west line of said JNK Tract 1, S 21°08'16" E a distance of 80.21 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the beginning of a non-tangent curve to the right, for the southeast corner of the herein described tract 287.12 feet right of FM 2243 baseline station 158+35.12, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the southeast corner of said Park at Cypress Creek Tract 1 and at the northeast corner of a called 20.00 acre tract of land described as Tract 4 as conveyed to JNK Properties 1, LTD by said Contribution Deed recorded in Document Number 2021182868, and as described in Document Number 2004065019, both of the Official Public Records of Williamson County, Texas, bears S 21°08'16" E a distance of 54.44 feet;

THENCE, over and across said Park at Cypress Creek Tract 1, along said curve to the right, an arc distance of 158.00 feet, having a radius of 11,217.00 feet, a central angle of 00°48'25" and a chord which bears S 73°22'50" W a distance of 158.00 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the southwest corner of the herein described tract, 285.13 feet right of FM 2243 baseline station 156+81.40;

THENCE, continuing over and across said Park at Cypress Creek Tract 1, N 20°34'42" W a distance of 80.23 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the north line of said Park at Cypress Creek Tract 1 and on the south line of said Park at Cypress Creek Tract 2, at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract, 205.06 feet right of FM 2243 baseline station 156+76.37, from which a set 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set bears along a curve to the right, an arc distance of 302.73 feet, having a radius of 11,137.00 feet, a central angel of 01°33'27" and a chord which bears N 74°35'39" E a distance of 302.72 feet;

THENCE, with the north line of said Park at Cypress Creek Tract 1 and the south line of said Park at Cypress Creek Tract 2, along said curve to the left, an arc distance of 157.22 feet, having a radius of 11,137.00 feet, a central angle of 00°48'32" and a chord which bears N 73°24'40" E a distance of 157.22 feet to the **POINT OF BEGINNING** and containing 0.289 acre (12,609 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



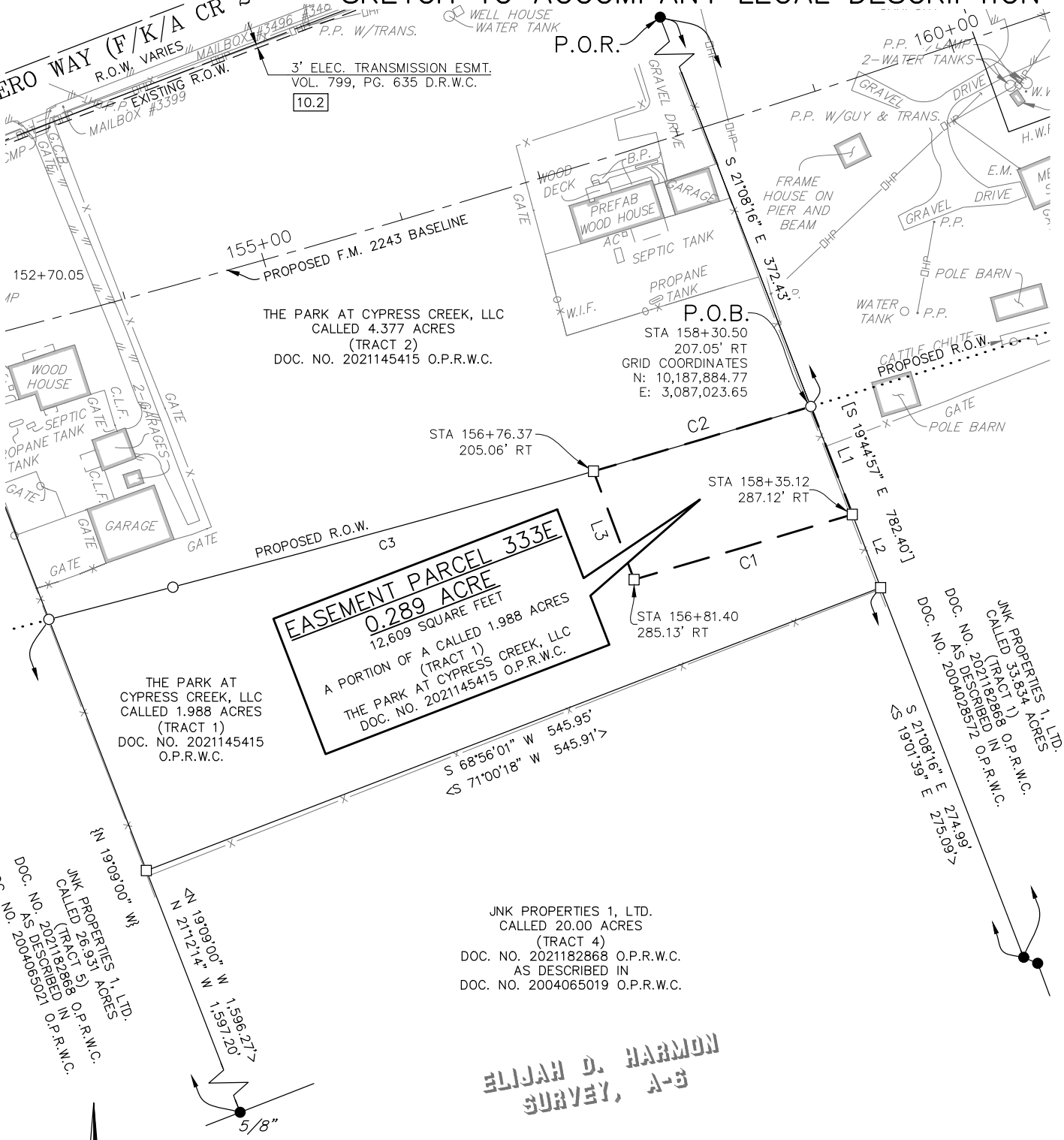
08/16/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 16, 2022
Project Number:	7473-00

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P333E_EX1.dwg, 8/16/2022 1:11 PM, Stephen Barger

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 333E
0.289 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	3 of 4

LEGEND

AC	AIR CONDITIONING PAD
B.P.	BRICK PAVERS
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
ELEC.	ELECTRIC
E.M.	ELECTRIC METER
ESMT.	EASEMENT
G.C.B.	GATE CONTROL BOX
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
TRANS.	TRANSFORMER
W.I.F.	WROUGHT IRON FENCE
[ ]	RECORD INFO FOR DOC. NO. 2004028572 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2004065019 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
——X——	WIRE FENCE
——o——	METAL FENCE
——HT——	OVERHEAD TELEPHONE
——HP——	OVERHEAD POWER
——///	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	158.00'	11,217.00'	0°48'25"	S 73°22'50" W	158.00'
C2	157.22'	11,137.00'	0°48'32"	N 73°24'40" E	157.22'
C3	302.73'	11,137.00'	1°33'27"	S 74°35'39" W	302.72'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 21°08'16" E	80.21'
L2	S 21°08'16" E	54.44'
L3	N 20°34'42" W	80.23'

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NUMBER 2010083082, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164939, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. There are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/16/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 333E
0.289 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	4 of 4

Commissioners Court - Regular Session **55.**

Meeting Date: 03/05/2024

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 the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
q) Discuss the acquisition of right of way for CR 314.
r) Discuss acquisition of right of way for Corridor J.
s) Discuss the acquisition of real property for Southwestern Blvd.
t) Discuss the acquisition of right-of-way for CR 313.

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	02/29/2024 01:03 PM
Form Started By: Charlie Crossfield		Started On: 02/28/2024 12:12 PM
Final Approval Date: 02/29/2024		

Commissioners Court - Regular Session **56.**

Meeting Date: 03/05/2024

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
k) Project School Bus

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	02/29/2024 01:04 PM
Form Started By: Charlie Crossfield		Started On: 02/28/2024 12:12 PM
Final Approval Date: 02/29/2024		